

# **SECTION V**

## **CONTRACT DOCUMENTS**

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Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(1)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, “**Before commencing the work** or before recommencing the work after a default or abandonment, **the contractor shall provide to the public entity a certified copy of the recorded bond**. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph.”

**CONTRACTOR****SURETY****OWNER**

Preferred Materials, Inc.

[name]

City of Clearwater  
Engineering Dept.  
100 S. Myrtle Avenue  
Clearwater, FL 33756  
(727) 562-4747

5701 E. Hillsborough Ave. Ste 1122  
Tampa, FL 33610  
813-612-5740

[principal business address]

[phone number]

**PROJECT NAME:** 2019 Citywide Roadway Resurfacing**PROJECT NO.:** 18-0054-EN

**PROJECT DESCRIPTION:** The work includes: the asphaltic resurfacing of approximately 10 miles of streets within the City of Clearwater.

BY THIS BOND, We, \_\_\_\_\_, as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of **\$2,300,000.00** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated \_\_\_\_\_, between Contractor and Owner for construction of **2019 Citywide Roadway Resurfacing Project # 18-0054-EN**, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(2)

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety 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.

**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(If sole Ownership or Partnership, two (2) Witnesses required).*

*(If Corporation, Secretary only will attest and affix seal).*

**Preferred Materials, Inc.**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
 Corporate Secretary or Witness  
 Print Name: \_\_\_\_\_

*(affix corporate seal)*

**WITNESS:**

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

\_\_\_\_\_  
*(Corporate Surety)*

By: \_\_\_\_\_  
**ATTORNEY-IN-FACT**  
 Print Name: \_\_\_\_\_

*(affix corporate seal)*

*(Power of Attorney must be attached)*

## **CONTRACT**

(1)

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Preferred Materials, Inc., of the City of Tampa, County of Hillsborough and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, a/an \_\_\_\_\_(State) Corporation authorized to do business in the State of Florida, of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter designated as the "Contractor".

### **WITNESSETH:**

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

**PROJECT NAME: 2019 Citywide Roadway Resurfacing**

**PROJECT NO.: 18-0054-EN**

**in the amount of \$2,300,000.00**

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

## **CONTRACT**

(2)

**THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).**

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## **CONTRACT**

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 112 S. Osceola Ave., Clearwater, FL 33756

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public 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 following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

## **CONTRACT**

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

### **CITY OF CLEARWATER IN PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_  
William B. Horne, II  
City Manager

(SEAL)

Attest:

Countersigned:

\_\_\_\_\_  
Rosemarie Call  
City Clerk

By: \_\_\_\_\_  
George N. Cretekos,  
Mayor

Approved as to form:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

Contractor must indicate whether:

\_\_\_\_\_ Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

**CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER: City of Clearwater      PROJECT NAME: 2019 Citywide Roadway Resurfacing  
Engineering Dept.      PROJECT NO.: 18-0054-EN  
100 S. Myrtle Ave.      CONTRACT DATE: [REDACTED]  
Clearwater, FL 33756      BOND NO. : [REDACTED], recorded in O.R. Book [REDACTED],  
Page [REDACTED], of the Public Records of Pinellas County, Florida.

CONTRACTOR: Preferred Materials, Inc.

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

[insert name of Surety]

[address]

[address]

,SURETY,

on bond of

Preferred Materials, Inc.  
5701 E. Hillsborough Ave.  
Ste 1122  
Tampa, FL 33610

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater  
Engineering Dept.  
100 S. Myrtle Ave.  
Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed name and title)

Attest:  
(Seal):



**PROPOSAL/BID BOND**

(Not to be filled out if a certified check is submitted)

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, Preferred Materials, Inc.  
 \_\_\_\_\_ as Contractor, and Federal Insurance Company  
 \_\_\_\_\_ as Surety, whose address is \_\_\_\_\_  
202B Halls Mill Road, Whitehouse Station, NJ 08889, are held and firmly bound unto the City  
 of Clearwater, Florida, in the sum of Ten Percent of Amount Bid Dollars  
 (\$ 10% of Amt. Bid ) (being a minimum of 10% of Contractor's total bid amount) for the payment of which,  
 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
 administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Preferred Materials, Inc.  
 \_\_\_\_\_ as Contractor, and Federal Insurance Company as Surety, for  
 work specified as: 2019 Citywide Roadway Resurfacing - #18-0054-EN

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
 specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the  
 above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract,  
 in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the  
 City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and  
 the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.

Principal must indicate whether:

X Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

Signed this 8th day of January, 2019

Preferred Materials, Inc.  
 Contractor

Preferred Materials, Inc.  
 Principal

By: Angelia McElroy  
 Title Angelia McElroy  
Estimating Manager  
Federal Insurance Company

Linda Lee Nipper  
 Surety Linda Lee Nipper, Attorney-in-Fact

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title;  
 where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the  
 Corporation – **provide Affidavit.**

State of                    UT  
County of                Salt Lake                } ss:

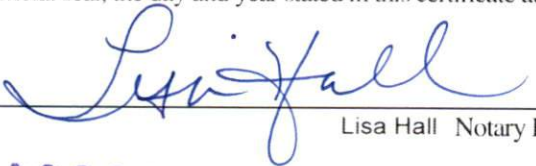
On                    January 8, 2019                    , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Linda Lee Nipper

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

**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 20<sup>th</sup> day of August, 2018.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary



*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 20<sup>th</sup> day of August, 2018, 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 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 Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318866  
Commission Expires July 16, 2019

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

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 Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this January 8, 2019



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone: (908) 903-3493 Fax: (908) 903-3656 e-mail: surety@chubb.com



**AFFIDAVIT**

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA )

COUNTY OF Hillsborough )

Marizabed Perez \_\_\_\_\_, being duly sworn, deposes and says that he/~~she~~ is  
 Assistant Secretary of Preferred Materials, Inc.  
 a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its  
 principal office at:

5701 E. Hillsborough Avenue Suite 1122      Tampa      Hillsborough      Florida  
 (Street & Number)      (City)      (County)      (State)

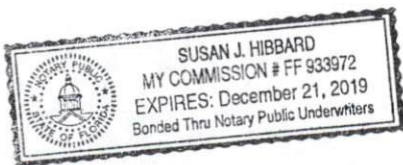
Affiant further says that he is familiar with the records, minute books and by-laws of  
Preferred Materials, Inc.  
 (Name of Corporation)

Affiant further says that Angelia McElroy      is Authorized Employee  
 (Officer's Name)      (Title)

of the corporation, is duly authorized to sign the Proposal for 2019 Citywide Roadway Resurfacing # 18-0054-EN  
 or said corporation by virtue of Election of Officers dated 10/12/2018 see attached  
 (state whether a provision of by laws or a Resolution of  
 Board of Directors. If by Resolution give date of adoption).

Marizabed Perez  
 Affiant

Sworn to before me this 8th day of January, 20 19.



Susan J. Hibbard  
 Notary Public

Susan J. Hibbard

Type/print/stamp name of Notary

Notary Public FF 933972

Title or rank, and Serial No., if any

**NON COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

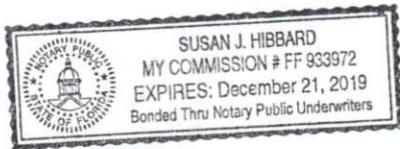
COUNTY OF Hillsborough )Angelia McElroy being, first duly sworn, deposes and says that she is

Authorized Employee of Preferred Materials, Inc.,  
 the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that  
 said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder  
 on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly,  
 with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and  
 has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or  
 conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit  
 or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of  
 Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements  
 contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly  
 submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association  
 or to any member or agent thereof.

Angelia McElroy  
 Affiant Angelia McElroy, Authorized Employee

Sworn to and subscribed before me this 8th day of January, 2019.

Susan J. Hibbard  
 Notary Public Susan J. Hibbard



**PROPOSAL**

(1)

**TO THE CITY OF CLEARWATER, FLORIDA, for**

**2019 Citywide Roadway Resurfacing (Project #18-0054-EN)**

and doing such other work incidental thereto, all in accordance with the contract documents, marked

**2019 Citywide Roadway Resurfacing (Project #18-0054-EN)**

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.



**PROPOSAL**

(2)

Attached hereto is a bond or certified check on \_\_\_\_\_\_\_\_\_\_ Bank, for the sum of 10% of the total proposal amount10% of the total proposal amount  
(\$ \_\_\_\_\_)

(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

SEE ATTACHED ELECTION OF OFFICERS DATED 10/12/18 IF FURTHER INFORMATION REQUIRED

WILL BE PROVIDE UPON AWARD.

Signature of Bidder: Angie McElroy

Angelia McElroy, Authorized Employee

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: Preferred Materials, IncBy: Angie McElroyTitle: Authorized EmployeeCompany Legal Name: Preferred Materials, Inc.Doing Business As (if different than above): N/ABusiness Address of Bidder: 5701 E. Hillsborough Ave. Suite 1122City and State: Tampa, FloridaZip Code 33610Phone: 813-612-5740Email Address: angie.mcelroy@preferredmaterials.comDated at 5701 E. Hillsborough Ave., this 8 day of January, A.D., 2019.


**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT: 2019 Citywide Roadway Resurfacing (Project #18-0054-EN)**

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>12/18/18</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Preferred Materials, Inc.  
(Name of Bidder)

  
(Signature of Officer) Angelia McElroy

Authorized Employee  
(Title of Officer)

1/8/19  
(Date)



**BIDDER'S PROPOSAL**

**PROJECT: 2019 Citywide Roadway Resurfacing (Project # 18-0054-EN)**

\_\_\_\_\_  
**CONTRACTOR:** Preferred Materials, Inc.

**BIDDER'S GRAND TOTAL:** \$ 2,296,132.30 (Numbers)

**BIDDER'S GRAND TOTAL:** Two Million, Two Hundred Ninety Six Thousand, One Hundred  
Thirty Two Dollars and Thirty Cents

\_\_\_\_\_  
(Words)

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

## SECTION V – Contract Documents

	<i>BID ITEMS</i>	UNIT	EST. QTY.	UNIT PRICE	TOTAL
<b>STREETS RESURFACING</b>					
1	PREPARATION, INSTALLATION AND MAINTENANCE OF PROJECT SIGNS	LS	1	7,000.00	\$ 7,000.00 -
2	FULL WIDTH MILLING (UP TO 2")	SY	230,000	1.48	\$340,400.00 -
3	FULL WIDTH MILLING (2" TO 4")	SY	2,000	3.03	\$ 6,060.00 -
4	SP 12.5 ASPHALT CONCRETE RESURFACING ARTERIAL/COLLECTOR ROADWAY	TN	7,000	92.55	\$ 647,850.00 -
5	SP 9.5 ASPHALT CONCRETE RESURFACING RESIDENTIAL ROADWAY	TN	11,000	97.75	\$ 1,075,250.00 -
6	TEMPORARY PAVEMENT MARKING – SOLID WHITE	LF	6,000	0.31	\$ 1,860.00 -
7	TEMPORARY PAVEMENT MARKING – SOLID YELLOW	LF	5,000	0.31	\$ 1,550.00 -
8	TEMPORARY PAVEMENT MARKING – SOLID DOUBLE YELLOW	LF	6,000	0.61	\$ 3,660.00 -
9	TEMPORARY PAVEMENT MARKING – DASHED (WHITE, YELLOW)	LF	2,500	0.25	\$ 625.00 -
10	TEMPORARY PAVEMENT MARKING – CROSSWALKS (LANE)	LF	200	4.00	\$ 800.00 -
11	TEMPORARY PAVEMENT MARKING – STOP BARS (LANE)	EA	40	31.00	\$ 1,240.00 -
12	TEMPORARY PAVEMENT MARKING – SCHOOL CROSSING/RR	EA	4	102.00	\$ 408.00 -
13	TEMPORARY PAVEMENT MARKING – TURN, STRAIGHT, COMBO ARROWS	EA	20	41.00	\$ 820.00 -
14	CONTRACTOR RETAINS PROJECT MILLINGS (DEDUCT)	TN	13,000	-0.01	\$ -130.00 -
<b>SUB-TOTAL STREETS RESURFACING (LINES 1-22)</b>					\$2,087,393.00
15	10 % Contingency Streets Resurfacing	LS	1	\$ -	\$ 208,739.30
<b>TOTAL STREETS RESURFACING</b>					\$2,296,132.30

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH  
CUBA AND SYRIA CERTIFICATION FORM**

***PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

*Angelia McElroy*

Authorized Signature

Angelia McElroy

Printed Name

Authorized Employee

Title

Preferred Materials, Inc.

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 8th day of January, 20 18, by Angelia McElroy (name of person whose signature is being notarized) as the Authorized Employee (title) of Preferred Materials, Inc. (name of corporation/entity), personally known to me as described herein, or produced a N/A (type of identification) as identification, and who did/did not take an oath.

*Susan J. Hibbard*

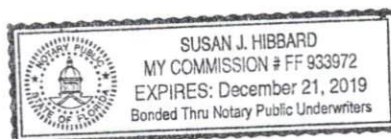
Notary Public

Susan J. Hibbard

Printed Name

My Commission Expires: 12/21/19

NOTARY SEAL ABOVE





**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**  
**CERTIFICATION FORM**

***PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Angela McElroy  
 \_\_\_\_\_  
 Authorized Signature

Angela McElroy  
 \_\_\_\_\_  
 Printed Name

Authorized Employee  
 \_\_\_\_\_  
 Title

Preferred Materials, Inc.  
 \_\_\_\_\_

Name of Entity/Corporation

**STATE OF** Florida

**COUNTY OF** Hillsborough

The foregoing instrument was acknowledged before me on this 8th day of January, 20 19, by Angelia McElroy (name of person whose signature is being notarized) as the Authorized Employee (title) of Preferred Materials, Inc. (name of corporation/entity), personally known to me as described herein, or produced a N/A (type of identification) as identification, and who did/did not take an oath.

Susan J. Hibbard  
 \_\_\_\_\_  
 Notary Public

Susan J. Hibbard  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: 12/21/19

NOTARY SEAL ABOVE

