

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: October 5, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Engineering Services Division

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: A Contract not to exceed the total value of \$151,122 for Gator Boulevard Hot-In-Place Paving project, Project No. 2010908 (Contract), with H.I.P. Paving, LLC (Contractor).

SUMMARY: Approval of the Contract by the County Engineer, on August 6, 2010, made possible maintenance resurfacing and reconstruction of Gator Boulevard from Hatton Highway to Sam Senter Road. Work was performed in accordance with the Hot-In-Place Asphaltic Concrete Recycling Contract between the City of Tampa, Florida and the Contractor which has been incorporated by reference. The Contract period was thirty days from the Contract date. The Contractor, H.I.P Paving, LLC does not have an office in Palm Beach County.

District 6 (MRE)


Background and Justification: To accomplish the maintenance resurfacing and reconstruction of Gator Boulevard, the Road and Bridge Division received quotations from the Contractor under their Hot-In-Place Asphaltic Concrete Recycling Contract with the City of Tampa. The Contractor utilizes a recycling process which removes the existing asphalt surface, remixes the milled surface material with new liquid asphalt and restores the road pavement in a single pass. Recycling the existing surface and placing it at approximately the same elevation eliminates costs for modifications to guardrails and shoulder areas required after conventional asphalt overlays. The Road and Bridge Division selected this segment of Gator Boulevard as a test location for this process, which had not previously been used by Palm Beach County. At the request of the Road and Bridge Division, the Engineering Services Division prepared the Contract which was executed by the County Engineer on August 6, 2010.

Attachments:

- | | |
|---|--|
| 1. Location Sketch | 6. Payment Bond |
| 2. Contract Pages Contract-1 and Contract-2 | 7. Performance Bond |
| 3. Exhibits A and B | 8. Rider to Payment and Performance Bond |
| 4. Living Wage Certification | 9. Insurance Certificate |
| 5. Budget Availability Statement | |

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Recommended by: _____

Division Director	Date
 _____ County Engineer	9/14/10 _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$151,122	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$151,122	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included In Current Budget? Yes 2010 No _____

Budget Account No.:

Fund 1201 Department 363 Unit R002 Object 4606

B. Recommended Sources of Funds/Summary of Fiscal Impact:

FISCAL IMPACT in 2010.

C. Departmental Fiscal Review: Whillite

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Fiscal Impact in 2010.

[Signature] OFMB MC 9-16-10 9/15/10

[Signature] Contract Dev. and Control 9/20/10
E. Jones 9/21/10

B. Legal Sufficiency:

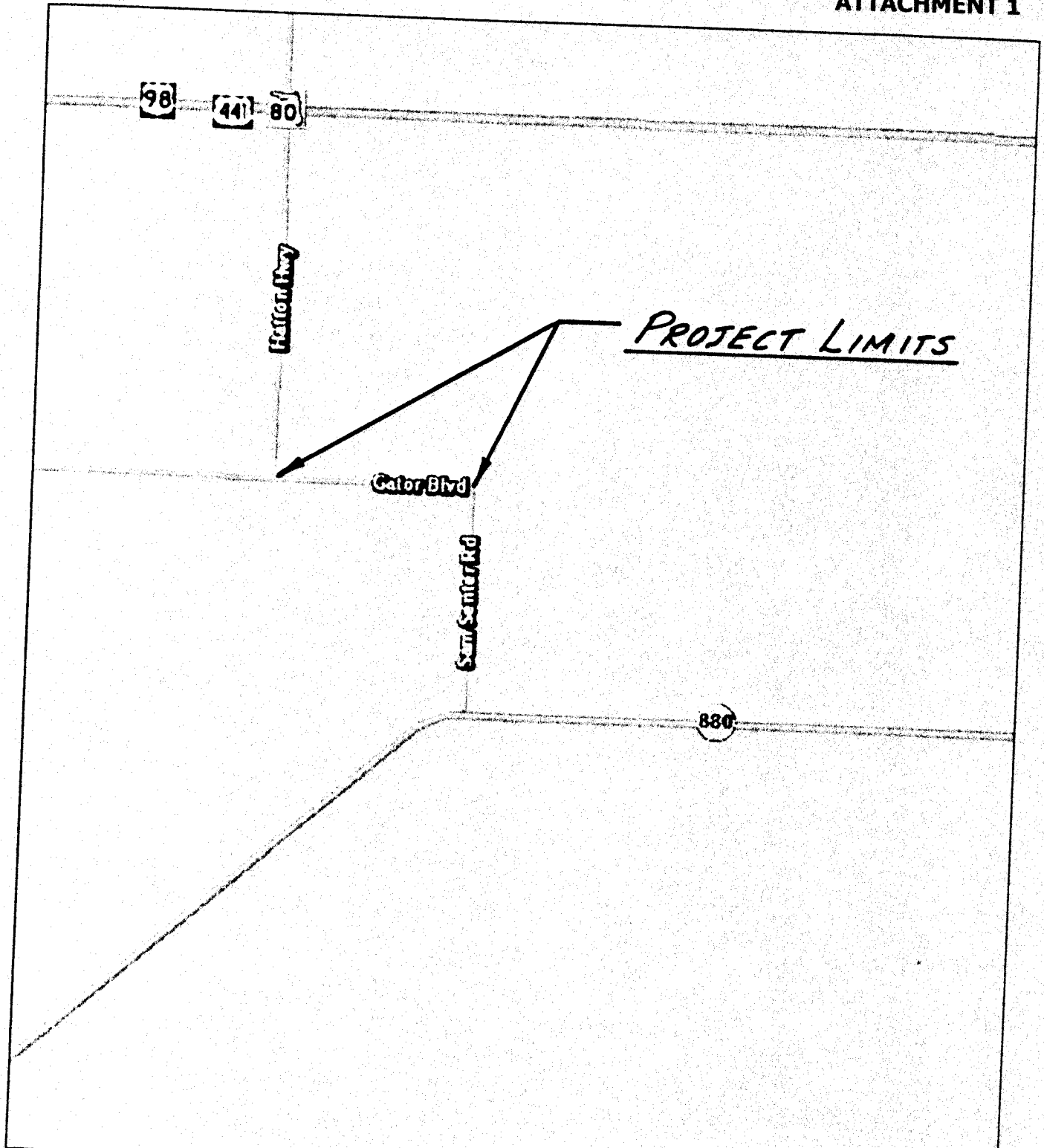
[Signature] 9/21/10
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

ATTACHMENT 1



LOCATION MAP - Gator Blvd. H.I.P. Paving Project

produced by myGeoNav



CONTRACT

THIS CONTRACT, made and entered into 8/6/2010 between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and H.I.P. PAVING, LLC, hereinafter referred to as the "Contractor".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Gator Boulevard Hot-In-Place Paving Project

Palm Beach County Project #20010908

in accordance with the Hot-In-Place Asphaltic Concrete Recycling contract with The City of Tampa, Florida, hereinafter referred to as Tampa, commencing on June 7, 2010 and numbered 10-C-00012. The terms of said contract are hereby incorporated by reference, and as amended in the attached Exhibit A, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to Tampa in Contract 10-C-00012, shall be construed as references to Palm Beach County, its Departments, Divisions and assigns.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of One Hundred Fifty-one Thousand One Hundred Twenty-two Dollars (\$151,122.00), as detailed in the attached Exhibit B. The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be 30 calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____

By: George T. Webb
George T. Webb, P.E., County Engineer
Department of Engineering

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

CONTRACTOR

Marlene R. Platt
Assistant County Attorney

H.I.P Paving, LLC
a Florida corporation

ATTEST

By: [Signature]
(signatory)

[Signature]
(witness signature)

FRANK CRUPI
(print signatory's name)

Wesley Boorsianot
(witness name printed)

It's PRESIDENT
(print title)

Michael Voldock
(witness signature)

Aug 4 2010, 201
(date of execution)

Michael Voldock
(witness name printed)

(Corporate Seal)

EXHIBIT A
Amendments to Contract 10-C-00012

Contract 10-C-00012, dated June 7, 2010, is hereby amended as follows:

1. Add the following paragraphs at the end of SECTION 3 PERFORMANCE OF WORK, ARTICLE 3.02 COMPLIANCE WITH LAWS:

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The Contractor shall comply with PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002, "Palm Beach County Living Wage Ordinance", which is further described herein.

All other provisions of Contract 10-C-00012, dated June 7, 2010, shall continue in full force and effect.

2. SECTION 8 CONTRACTOR'S EMPLOYEES, ARTICLE 8.04 RATES OF WAGES: Delete the second paragraph and insert the following:

Palm Beach County Living Wage Ordinance

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002)
(a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

IMPLEMENTATION:

This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, and as stated below. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Engineering Services Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications:

The Ordinance states that the living wage requirement shall be included in the procurement specifications for all county construction contracts that have a total contract value exceeding \$100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon request, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of payroll records:

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

- (1) Each employee's name and address;
- (2) Each employee's job title and classification;
- (3) The number of hours worked each day by each employee;
- (4) The gross wages and deductions made for each employee; and
- (5) Annual wages paid to each employee.

Reporting payroll:

Every six (6) months the non-county employer shall certify and file with the County, if the non-county employer is a general contractor, or with the general contractor, if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

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LIVING WAGE CERTIFICATION

Project: Gator Boulevard Hot-In-Place Paving Project

Contractor Name: H.I.P. Paving, LLC

Contact Person: Bradley Mathas, General Manager

Contractor Address: 800 31st Street South

St. Petersburg, FL 33712

Contractor Phone: (727) 327-4900

Amount of Contract: \$151,122.00

Please include the following with the submission:

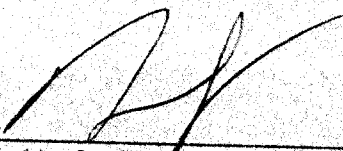
1. Brief description of the service provided under the construction contract.
2. A statement of wage levels for prospective non-county employees.
3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1st. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2009, through September 30, 2010, is \$11.48/hour.

The contractor/subcontractor(s) shall post a copy of the following Notice to Employees at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 4 day of ADCe, 20 10.



(Authorized Signature)

(Corporate Seal)

FRANK CRUPI PRESIDENT

(Print name and title)

Notice and posting. Non-county employers shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.48 per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.

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This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2009, through September 30, 2010.

NOTICE TO EMPLOYEES (ENGLISH):

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.48 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL):

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos \$11.48 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE):

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen \$11.48 pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.



(Authorized Signature)

FRANK CRUPI PRESIDENT

(Print name and title)

**CERTIFICATION OF COMPLIANCE
WITH
THE LIVING WAGE ORDINANCE**

PROJECT: Gator Boulevard Hot-In-Place Paving Project **PROJECT NO.:** 2010908

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County now further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of "Maintenance of Payroll Records".

Date: April 4 2010

H.I.P. Paving, LLC
Company Name (Print)

Authorized Officer:

FRANK CRDI, PRESIDENT

Name/ Title (Print)

[Signature]

Signature

3. Add the following ARTICLE to SECTION 10 PAYMENTS:

ARTICLE 10.08 INSPECTOR GENERAL CONTRACT FEE

Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

4. Add the following ARTICLE to SECTION 11 MISCELLANEOUS STANDARDS:

ARTICLE 11.13 LOBBYING

Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any Commissioner or Commissioner's staff regarding its bid, i.e. a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners ("Board"), or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

The exceptions to the "Cone of Silence" specifically include contract negotiations during any public meeting; contract negotiations between any County Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any Employee, County Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

Violations of this section of the Ordinance are punishable by a fine of \$250.00 per violation.

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EXHIBIT B
Contractor's Proposal



QUOTE

H.I.P. Paving, LLC
800 31st Street South
St. Petersburg, FL 33712

QUOTE#: 071610
DATE: JULY 16,
2010

EXPIRATION
DATE: AUG 16,
2010

TO Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

Attn: John Brand

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Brad Mathas	Gator Blvd				Net 30	

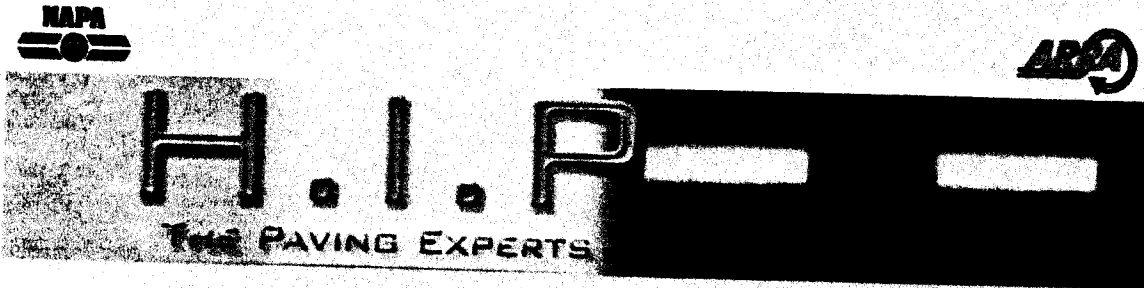
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20444 SQ. Yd.	1	2" Hot-In-Place Recycling, Travel Lanes	6.75	\$ 137,997.00
2500 Gal	3	Rejuvenation Oil	5.25	\$ 13,125.00
TOTAL DISCOUNT				\$ 151,122.00

Quotation prepared by: Brad Mathas

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

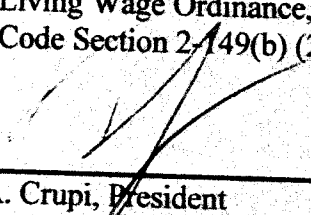


August 5, 2010

Gator Boulevard Hot-In-Place Paving Project
Palm Beach County Project No: 2010908

LIVING WAGE CERTIFICATION

1. Contractor to perform all phases of minor construction and repair, including concrete pathways, asphalt paving/repaving, underground, drainage, tree relocation/removal, and pavement markings.
2. Current wage levels for prospective non-county employees range from \$11.00 per hour to \$34.15 per hour.
3. HIP Hot In Place Paving, LLC is committed to paying each non-county employee a Living Wage, as adjusted, and in accordance with The Palm Beach County Living Wage Ordinance, as adjusted each October 1, per Palm Beach County Code Section 2-149(b) (2).


Frank A. Crupi, President


Date

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
BUDGET AVAILABILITY STATEMENT**

DATE: July 23, 2010

TO: Charles Rich, Director
Engineering Services Division
Attn: Mark Sinkhorn

COPY: John Brand, Road Section Superintendent

FROM: Alexis T. Willhite, Fiscal Manager
Administrative Services *atm*

RE: Gator Blvd. Paving
Project # 2010908
H.I.P. Paving, Inc.
Construction Contract \$151,122.00

BOARD MEETING DATE: N/A

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ N/A

FUNDING STATUS: FULLY FUNDED

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 1201 Dept 363 Unit R002 Object 4606

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund
Pavement Mgmt/Roadway Striping
Repair/Maint-Roads, Bridges, Row

Note: A copy of the approved contract (piggyback) must be sent to this office in order to encumber funds before contractor begins work.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE, HARTFORD, CT 06183

AIA Document A312

PAYMENT BOND

ANY SINGULAR REFERENCE TO CONTRACTOR, SURETY, OWNER OR
OTHER PARTY SHALL BE CONSIDERED PLURAL WHERE APPLICABLE

BOND NO.: 10029759/SK4588

CONTRACTOR

H I P Hot In Place Paving LLC
800 31st Street South
St. Petersburg, FL 33712

SURETY (Name and Address)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

CONSTRUCTION CONTRACT

Date: August 4th, 2010
Amount: \$151,122.00
Description (Name and Location): Gator Boulevard Hot-In-Place Paving Project, Palm Beach County Project #20010908

BOND

Date (Not earlier than Construction Contract Date): August 4th, 2010
Amount: \$151,122.00
Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL

H I P Hot In Place Paving LLC

SURETY

Travelers Casualty and Surety Company of America

(Corporate Seal)

Signature:
Name and Title:


PRESIDENT

(Corporate Seal)

Signature:
Name and Title: Douglas A. Scribner, Attorney-in-Fact


AZ36970

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

HKMB Hub International Limited
595 Bay Street, Suite 900, Toronto, Ontario, M5G 2E3
Telephone No.: 1-416-597-0008

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner 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 Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owned by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this 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.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance

of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable period of time, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

_____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____ Attorney-in-Fact

Address: _____

Address: _____

[Handwritten Signature]
PRESIDENT

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE, HARTFORD, CT 06183**

AIA Document A312

PERFORMANCE BOND

**ANY SINGULAR REFERENCE TO CONTRACTOR, SURETY, OWNER OR
OTHER PARTY SHALL BE CONSIDERED PLURAL WHERE APPLICABLE**

BOND NO.: 10029759/SK4588

CONTRACTOR (Name and Address)

SURETY (Name and Address)

**H I P Hot In Place Paving LLC
800 31st Street South
St. Petersburg, FL 33712**

**Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183**

OWNER

**Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603**

CONSTRUCTION CONTRACT

Date: **August 4th, 2010**
Amount: **\$151,122.00**
Description (Name and Location): **Gator Boulevard Hot-In-Place Paving Project, Palm Beach County Project #20010908**

BOND

Date (Not earlier than Construction Contract Date): **August 4th, 2010**
Amount: **\$151,122.00**
Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

H I P Hot In Place Paving LLC

Travelers Casualty and Surety Company of America

(Corporate Seal)

(Corporate Seal)

Signature: _____
Name and Title: **PRESIDENT**

Signature: _____
Name and Title: **Douglas A. Scribner, Attorney-in-Fact** **AZ36970**

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

**HKMB Hub International Limited
595 Bay Street, Suite 900, Toronto, Ontario, M5G 2E3
Telephone No.: 1-416-597-0008**

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bond issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligation of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the

Contractor any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

_____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: **PRESIDENT**

Name and Title: _____, Attorney-in-Fact

Address: _____

Address: _____

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220083

Certificate No. 002434711

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregg H. Alexander, C. J. Preston, Donna M. Corona, Zina DiBlasi, Colleen Cooney, Danise Kunze, Deborah A. Meek, Douglas A. Scribner, Scott Cummings, Kelley E. McHale, Brian McMillin, Patricia Whitelaw, Patrick Palmer, and Brian Nichols

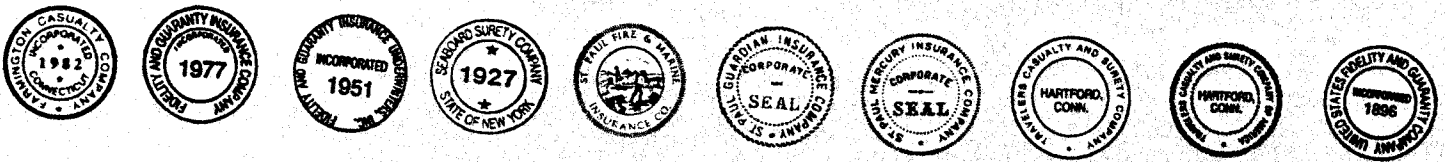
of the City of Tampa, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of June, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of June, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

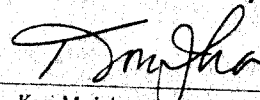
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 20 10


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RIDER

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square, Hartford, CT 06183

To be attached to and form a part of:

Bond No. 10029759/SK4588

Type of Bond: Performance Bond and Payment Bond

Executed by H.I.P. Hot In Place Paving LLC, as Principal, and by Travelers Casualty and Surety Company of America, as Surety, in favor of Palm Beach County and dated August 4th, 2010.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

The Contract Date and Sign and Seal Date

From: August 4th, 2010

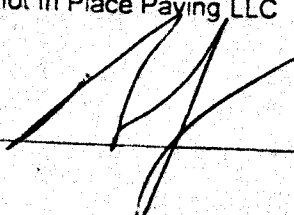
To: July 27th, 2010

This rider is effective July 27th, 2010.

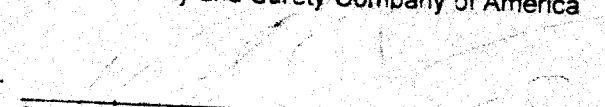
This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed this 27th day of July, 2010.

H.I.P. Hot In Place Paving LLC
(Principal)

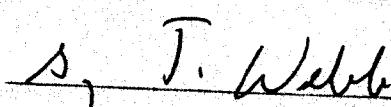
By:  _____

Travelers Casualty and Surety Company of America

By:  _____
Douglas A. Scribner, Attorney-in-Fact

*Rider Accepted By:

Palm Beach County
(Obligee)

By:  _____

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220083

Certificate No. 002434713

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregg H. Alexander, C. J. Preston, Donna M. Corona, Zina DiBlasi, Colleen Cooney, Danise Kunze, Deborah A. Meek, Douglas A. Scribner, Scott Cummings, Kelley E. McHale, Brian McMillin, Patricia Whitelaw, Patrick Palmer, and Brian Nichols

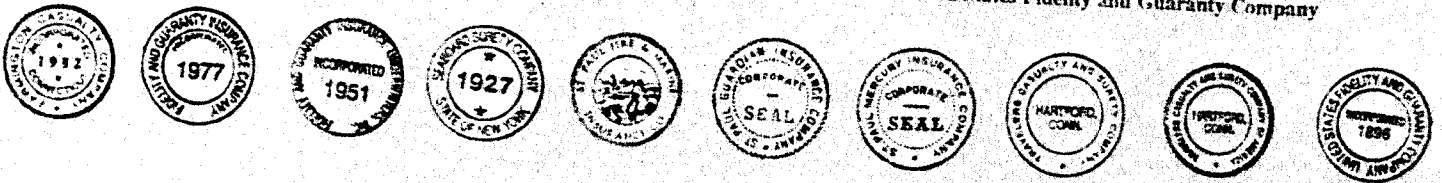
of the City of Tampa State of Florida their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of June 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 11th day of June 2008 before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

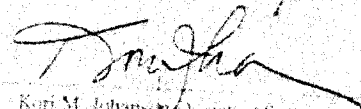
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

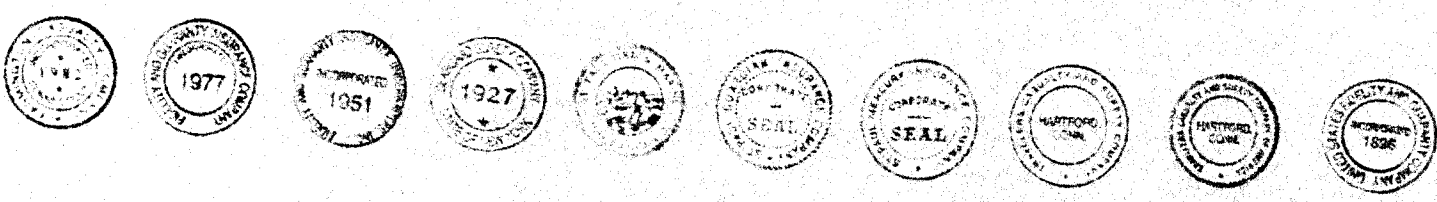
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johnson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2010.


Kori M. Johnson, Assistant Secretary



to verify the authenticity of this Power of Attorney, call 1-800-421-3380 or contact us at www.travelersbond.com. Please refer to the Attorney by fact number, the bond amount, and the date of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

OPID G1
HIPHO-1DATE (MM/DD/YYYY)
07/22/10

PRODUCER Sihle Insurance Group - Clrwtr 2653 McCormick Dr Clearwater FL 33759 Phone: 727-531-6800 Fax: 727-531-6855		INSURERS AFFORDING COVERAGE INSURER A: Bridgefield Employers Ins. Co. INSURER B: Century Surety Company INSURER C: Praetorian Specialty Insurance INSURER D: INSURER E:		NAIC # 10701
INSURED H.I.P. Hot In Place Paving LLC 800 31st Street South St. Petersburg FL 33791		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CCP660968	07/08/10	07/08/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000000
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PICFL0001261	07/08/10	07/08/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below OTHER	830-38653	12/18/09	12/18/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County is named as additional insured with respect to general liability

CERTIFICATE HOLDER

Palm Beach County
 2633 Vista Parkway
 West Palm Beach FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
A. L. Millman

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.