

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2022

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Engineering and Public Works

Submitted By: Engineering and Public Works

Submitted For: Road and Bridge Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order 2021050-09 in the amount of \$1,154,000 to mill and resurface Palm Beach Lakes Boulevard from I-95 to US 1 utilizing Palm Beach County's (County) annual asphalt milling and resurfacing contract R2021-0985 (Contract) with M&M Asphalt Maintenance, Inc. d/b/a/ All County Paving (M&M).

SUMMARY: Per County PPM CW-F-050, this work order exceeds the \$200,000 threshold for staff approvals of work orders to annual contracts, thus requiring approval from the Board of County Commissioners (BCC). Approval of this work order will allow the contractual services necessary to construct the improvements. Prior to this meeting date, approximately \$1 million of M&M's \$50 million Contract that was approved on August 17, 2021, by the BCC, has been spent or encumbered. This Contract is one of three contracts that had an available total of \$50 million for the annual asphalt milling and resurfacing program. The Affirmative Procurement Initiative selected for this Contract on September 16, 2020 by the Goal Setting Committee is a 15% minimum mandatory Small Business Enterprise (SBE) participation. M&M agreed to 15% SBE participation for the Contract and for this work order. Their cumulative SBE participation, including this work order is 15%. This project is included in the infrastructure sales tax. District 7 (YBH)

Background and Justification: The County intends to construct the improvements in accordance with the attached work order. The budget for the improvements includes striping and marking costs of \$105,000 bringing the total fiscal impact to \$1,259,000.

Attachments:

1. Location Map
2. Work Order 2021050-09 with Exhibits "A", "B" and "C" (3)

Recommended by: ybh

County Engineer

Date

Approved By:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$ 1,259,000	-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	\$ 1,259,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Does this item include the use of federal funds? Yes No X

Budget Account No:
Fund 3950 Dept 361 Unit 1704 Object 4612-C017/C020

Recommended Sources of Funds/Summary of Fiscal Impact:
Local Government One-Cent Infrastructure Surtax Fund
Palm Beach Lakes Boulevard from I-95 to U.S. 1

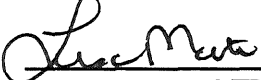
Annual Contract	
Asphalt & Milling	\$ 1,154,000.00
Striping and Marking	\$ 105,000.00
Fiscal Impact	\$ 1,259,000.00


Note: Surtax Funding FY 2022 \$ 1,600,000 Palm Beach Lakes Boulevard from I-95 to U.S. 1

C. Departmental Fiscal Review: 

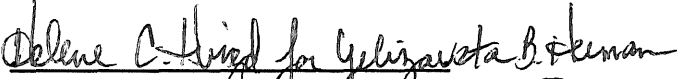
III. REVIEW COMMENTS

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

 3/11/22
OFMB 3.9.22 LM 3/11

 3/14/22
Contract Dev. and Control
3-14-22 TW

B. Approved as to Form
and Legal Sufficiency:


Assistant County Attorney 3-15-22

C. Other Department Review:

Department Director

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



RSF LIMITS

PALM BEACH LAKES BOULEVARD

(195 to US 1)

LOCATION MAP

**WORK ORDER # 2021050-09 TO THE
ANNUAL MILLING AND RESURFACING CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING FOR
PALM BEACH LAKES BOULEVARD FROM I-95 TO US 1**

This Work Order to the Contract for Annual Milling and Resurfacing (R2021-0985), dated August 17, 2021 (**ANNUAL CONTRACT**) is made and entered into the _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**) and M&M ASPHALT MAINTENANCE, INC. d/b/a All County Paving (**CONTRACTOR**) (individually Party and collectively Parties).

W I T N E S S E T H

WHEREAS, the **COUNTY** and **CONTRACTOR** entered into an **ANNUAL CONTRACT** on a work order basis on August 17, 2021 (R2021-0985); and

WHEREAS, the **COUNTY** desires the **CONTRACTOR** to mill and resurface Palm Beach Lakes Boulevard from I-95 to US 1 in Palm Beach County, Florida ("**IMPROVEMENTS**"); and

WHEREAS, the **CONTRACTOR** agrees to construct the **IMPROVEMENTS** in accordance with the terms and conditions of the **ANNUAL CONTRACT**, and as directed and accepted by the Engineering Department, Road & Bridge Division; and

Re: PALM BEACH LAKES BOULEVARD FROM I-95 TO US 1

Work Order No.: 2021050-09

WHEREAS, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$1,154,000 is appropriate compensation for the services to be performed by the **CONTRACTOR** to construct the **IMPROVEMENTS**.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits that flow from each to the other, the Parties hereto agree as follows:

1. The above recitals are true and are incorporated herein.
2. The **CONTRACTOR** agrees to construct the **IMPROVEMENTS** in accordance with the **ANNUAL CONTRACT**, and as further described in **Exhibit "A"**.
3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$1,154,000 to construct the **IMPROVEMENTS**. Final payment shall be per documented quantities installed.
4. The following Exhibits are attached to and made part of this Work Order:
 - a) **Exhibit A** - Work Order Request and Scope/Cost Estimate; and
 - b) **Exhibit B** - OEBO Schedules 1 and 2; and
 - c) **Exhibit C** - Public Construction Bond

INTENTIONALLY LEFT BLANK

Re: PALM BEACH LAKES BOULEVARD FROM I-95 TO US 1

Work Order No.: 2021050-09

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order for the **IMPROVEMENTS**, pursuant to the **ANNUAL CONTRACT**, on behalf of the **COUNTY**, and **CONTRACTOR** has hereunto set its hand the day and year above written.

OWNER:

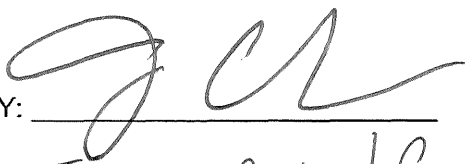
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida by and through its

CONTRACTOR:

M&M Asphalt Maintenance, Inc.,
d/b/a All County Paving
a Florida Corporation

BOARD OF COUNTY COMMISSIONERS


BY: _____
Robert S. Weinroth, Mayor

BY: _____

Jeffrey Cohen / Executive
(Printed Name and Title) Vice President

ATTEST:
Joseph Abruzzo,
Clerk of the Circuit Court & Comptroller

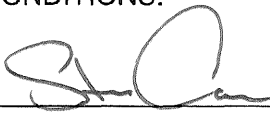
CORPORATE S E A L

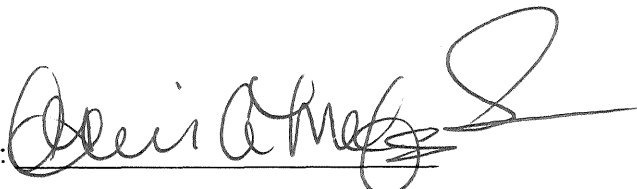
BY: _____
Deputy Clerk

WITNESS:
BY: _____

Denise Cameron
(Printed Name)

S E A L

APPROVED AS TO TERMS
AND CONDITIONS:

BY: sc _____


BY: _____

Ashley A. McFarland
(Printed Name)

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Yelizaveta Herman, Assistant County Attorney



**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229**

REQUEST:	REQUESTING DIVISION:	INFORMATION:
<input checked="" type="checkbox"/> WORK ORDER NO. <u>2021050-09</u>	<input checked="" type="checkbox"/> ROAD & BRIDGE	DATE <u>January 13, 2022</u>
<input type="checkbox"/> NEW AUTHORIZATION	<input type="checkbox"/> TRAFFIC	REQUESTOR <u>Thomas Coppini</u>
<input type="checkbox"/> CHANGE ORDER NO. _____	<input type="checkbox"/> ROADWAY PRODUCTION	COMMISSION DISTRICT NO: <u>7</u>
<input type="checkbox"/> SUPPLEMENTAL NO. _____	<input type="checkbox"/> CONSTRUCTION COOR.	RESOLUTION NO: <u>R2021-0985</u>
<input type="checkbox"/> OTHER: _____	<input type="checkbox"/> STREETScape	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: Palm Beach Lakes Boulevard from I-95 to US

PROJECT NUMBER: 2022811 **BUDGET LINE ITEM:** 3950-361-1704-4612-CO13

CONTRACT NO: 2021050 **CONTRACT DATE:** August 17, 2021

CONTRACTOR/CONSULTANT/VENDOR: M&M Asphalt Maintenance, Inc. d/b/a/ All County Paving **VENDOR #** VC0000125269

CONTACT: Jeffrey Cohen **CONTACT PHONE NUMBER:** (561)588-0949

Details: In accordance with your contract, you are to provide the following services: Mill and resurface roadway as directed. A separate NTP will be issued directing the contractor to commence work within five (5) working days. The contract duration for this work request is 30 days.

This work shall be coordinated with, (48 hours prior to beginning of work)
Thomas Coppini, Construction Project Manager R&B (561)-233-3962

The total amount of this request, per the attached documentation, is not to exceed \$ 1,154,000
The Small Business Enterprise (SBE) goal for this contract is 15 %.
The estimated SBE participation for this request is 15 %.
The cumulative SBE participation to date for this Contract including this request is 15 %.

Name: Thomas Coppini Title: Project Manager Telephone Number: 561-233-3962

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this Work Order by signing and returning a duplicate copy.

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

Signature _____	Date _____	Signature _____	Date _____
Printed Name and Title _____		Printed Name and Title _____	

PALM BEACH COUNTY APPROVALS **BOARD APPROVAL? _____ Date: _____**

Division Approval _____	Date _____	Budget Approval _____	Date _____
Assistant County Engineer _____	Date _____	Contract Review Committee (when required) _____	Date _____



ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE

Exhibit 'A'

DATE: 8/3/2021

Project Description:	Resurfacing Project			Road Maintenance District:	2
Project Location:	Palm Beach Lakes Boulevard from I-95 to US 1			Commission District:	7
Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	MILL EXISTING ASPHALT PAVEMENT (1")	120000	SY	\$ 1.85	\$ 222,000.00
9	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (>800 TON ORDERS)	7500	TN	\$ 110.00	\$ 825,000.00
25	OFF DUTY POLICE OFFICER	1	HR	\$ 73.50	\$ 73.50
26	PORTABLE MILLING MACHINE	4	HR	\$ 210.00	\$ 840.00
32	SURCHARGE TO DELIVER MILLINGS TO PBC STOCKPILE SITE USING CONTRACTOR VEHICLES	50	CY	\$ 2.00	\$ 100.00
34	MANHOLE ADJUSTMENT	1	EA	\$ 225.00	\$ 225.00
35	ADJUST VALVE BOX & MISC STRUCTURES	1	EA	\$ 125.00	\$ 125.00
M&M Asphalt - d/b/a All County Paving - 2021055				SUBTOTAL:	\$ 1,048,363.50
				CONT:	\$ 105,636.50
				TOTAL:	\$ 1,154,000.00

Striping - \$105,000

Prepared By: TC

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Mill and Resurface Palm Beach Lakes Blvd from I95 to US 1

SOLICITATION/PROJECT/BID NAME: M&M Asphalt Maintenance Inc., D/B/A All County Paving
NAME OF PRIME RESPONDENT/BIDDER: Jeffrey Cohen
CONTACT PERSON: Jeffrey Cohen
SOLICITATION OPENING/SUBMITTAL DATE:

SOLICITATION/PROJECT/BID No.: Work Order 2021050-08
ADDRESS: 1180 SW 10th Street Delray Beach, FL 33444
PHONE NO.: 561-588-0949 E-MAIL: Publiworks@allcountypaving.com
DEPARTMENT:

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. M&M Asphalt Maintenance Inc., D/B/A All County Paving 1180 SW 10th St, Delray Beach, FL 33444	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	79%	_____
2. Almazan Constructions 2771 Vista Parkway Suite F6 West Palm Beach, FL 33411	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	15%	_____
3. Acme Barricades 4801 Oakes Road, Davie, FL 33314	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	3%	_____
4. Line Design Solutions 2436 N Federal Hwy #426 Lighthouse Point, FL 33084	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	3%	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	100%	_____

Total Bid Price \$ 1,154,000.00

Total SBE - M/WBE Participation 15%
Signature

Executive Vice President
Title

- Note:
- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - 3. Modification of this form is not permitted and will be rejected upon submittal.

EBO FORMS

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding agreement between the Prime Contractor/subcontractor and Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, each party is agreeing this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2021050

SOLICITATION/PROJECT NAME: Annual Milling and Resurfacing

Prime Contractor: Subcontractor: Almazan Construction

(Check boxes that apply)

☒ SBE ☐ WBE ☒ MBE ☒ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): Aug. 2, 2022

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Milling Existing Asphalt 1"				10%
9	Asphaltic Concrete				5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 15%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

M&M Asphalt Maintenance Inc., D/B/A

Almazan Construction

Print Name of Prime: All County Paving

Print Name of Subcontractor/subconsultant

By:  Authorized Signature

By:  Authorized Signature

Jeffrey Cohen

Samuel J. Almazan

Print Name

Print Name

Executive Vice President

President

Title

Title

Date: 10/06/2020

Date: 10/6/2020

EBO FORMS

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2021050
SOLICITATION/PROJECT NAME: Annual Milling & Resurfacing Contract
M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING
Prime Contractor: _____ Subcontractor: ACME BARRICADES
(Check boxes that apply)
☐ SBE ☐ WBE ☐ MBE ☐ S/M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):
Column 1 Column 2 Column 3
☒ Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier
☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	MAINTENANCE OF TRAFFIC-MOT				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 3%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

Print Name of Prime _____
By: _____
Authorized Signature
JEFFREY COHEN
Print Name _____
EXECUTIVE VICE PRESIDENT
Title _____
Date: 05/05/21

Acme Barricades
Print Name of Subcontractor/subconsultant _____
By: _____
Authorized Signature
Print Name _____
Thomas Brady
Digitally signed by Thomas Brady
Date: 2021.05.04 10:29:15 -0400
Title _____
Date: _____

EBO FORMS

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2021050

SOLICITATION/PROJECT NAME: Annual Milling & Resurfacing Contract

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

Prime Contractor: Subcontractor: LINE DESIGNS SOLUTIONS

(Check boxes that apply) ☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 01/28

The undersigned affirms they are the following (select one from each column if applicable):
Column 1: ☒ Male ☐ Female
Column 2: ☐ African-American/Black ☐ Asian American ☒ Caucasian American ☐ Hispanic American ☐ Native American
Column 3: ☒ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	STRIPING- PAVEMENT MARKINGS				3%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 3%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant	Price or Percentage
--	---------------------

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

Print Name of Prime:
By:
Authorized Signature:
JEFFREY COHEN
Print Name:
EXECUTIVE VICE PRESIDENT
Title:
Date: 05/05/21

LINE DESIGNS SOLUTIONS

Print Name of Subcontractor/subconsultant:
By:
Authorized Signature:
Ron Levitt
Print Name:
CFO
Title:
Date: MAY 4 2021

PUBLIC CONSTRUCTION BOND

BOND NUMBER:	<u>21BCSIE8642</u>
BOND AMOUNT:	<u>\$1,154,000.00</u>
CONTRACT AMOUNT:	<u>\$1,154,000.00</u>
<hr/>	
CONTRACTOR'S NAME:	<u>M&M Asphalt Maintenance, Inc. d/b/a All County Paving</u>
CONTRACTOR'S ADDRESS:	<u>1180 SW 10th Street</u> <u>Delray Beach, FL 33444</u>
CONTRACTOR'S PHONE:	<u>(561) 819-3382</u>
<hr/>	
SURETY COMPANY:	<u>Hartford Fire Insurance Company</u>
SURETY ADDRESS:	<u>One Hartford Plaza</u> <u>Hartford, CT 06115</u>
SURETY PHONE:	<u>(860) 547-5000</u>
<hr/>	
OWNER'S NAME:	<u>Palm Beach County</u>
OWNER'S ADDRESS:	<u>2300 North Jog Road, Suite 3W-33</u> <u>West Palm Beach, FL 33411-2745</u>
OWNER'S PHONE:	<u>561-684-4150</u>
<hr/>	
PROJECT NO.:	<u>Work Order No. 2021050-09</u>
DESCRIPTION OF WORK:	<u>Mill and Resurface Palm Beach Lakes Boulevard from I-95 to US 1</u> <u></u> <u></u> <u></u> <u></u>
PROJECT LOCATION:	<u>Palm Beach Lakes Boulevard from I-95 to US 1</u>
LEGAL DESCRIPTION:	<u>No legal description is available. The best description available is</u> <u>as indicated on the Project Location above.</u>
<hr/>	

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

As Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

One Million One Hundred Fifty-Four Thousand and 00/100 Dollars

\$ 1,154,000.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a Contract with the County for:

Project Name: Mill and Resurface Palm Beach Lakes Boulevard from I-95 to US 1
Project No.: Work Order No. 2021050-09
Project Description: Mill and Resurface Palm Beach Lakes Boulevard from I-95 to US 1
Project Location: Palm Beach Lakes Boulevard from I-95 to US 1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm: TBD
Location of Firm: TBD
Phone: TBD
Fax : TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:


1. Performs the Contract dated _____ between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, 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, Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. 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.

PCB-2

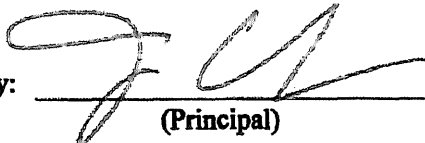
PUBLIC CONSTRUCTION BOND

- 5. 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 waives notice of such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not Claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, Delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
- 8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. 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. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
- 9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:


(Signature)
Denise Cammer
(Print Name)
Project Coordinator
(Title)

M&M Asphalt Maintenance, Inc. d/b/a All County Paving
(Seal)

By: 
(Principal)


ATTEST:


(Signature)

Hartford Fire Insurance Company
(Seal)

Rita Lazarides
(Print Name)

Witness
(Title)

By: 
(Surety) Brett Rosenhaus
Attorney-in-Fact
& FL Licensed Agent

PUBLIC CONSTRUCTION BOND

DESCRIPTION OF WORK:	<u>Mill and Resurface Palm Beach Lakes Boulevard from I-95 to US 1</u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u>
PROJECT LOCATION:	<u>Palm Beach Lakes Boulevard from I-95 to US 1</u>
SURETY COMPANY:	<u>Hartford Fire Insurance Company</u>
SURETY ADDRESS:	<u>One Hartford Plaza</u> <u>Hartford, CT 06115</u> <u> </u>
SURETY PHONE:	<u>(860) 547-5000</u>
BOND NUMBER:	<u>21BCSIE8642</u>
BOND AMOUNT:	<u>\$1,154,000.00</u>
CONTRACT AMOUNT:	<u>\$1,154,000.00</u>

As the Surety Company for M&M Asphalt Maintenance, Inc. d/b/a All County Paving we have executed the captioned bond. Because the Contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, Hartford Fire Insurance Company, permission is hereby granted to Palm Beach County to fill in the Contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC
Agency Code: 21-229752

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of
Signed and seated at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

FORM OF GUARANTEEBOND NO. 21BCSIE6642GUARANTEE FOR (Contractor and Surety Name) M&M Asphalt Maintenance, Inc. d/b/a All CountyPaving (Contractor) and Hartford Fire Insurance Company (Surety)We the undersigned hereby guarantee that the Mill and Resurface Palm Beach Lakes Boulevard from

from I-95 to US 1 Work Order
 (Project), Project Number No. 2021050-09, Palm Beach
 County, Florida, which we have constructed and bonded, has been done in accordance with the
 plans and specifications; that the work constructed will fulfill the requirements of the guaranties
 included in the Contract Documents. We agree to repair or replace any or all of our work, together
 with any work of others which may be damaged in so doing, that may prove to be defective in the
 workmanship or materials within the warranty period of one year from the date of Final
 Completion of all the above named work by the County of Palm Beach, State of Florida, without
 any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse
 or neglect excepted by the County. When correction work is started, it shall be carried through to
 completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work
 within five (5) calendar days after being notified in writing by the Board of County
 Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize
 Palm Beach County to proceed to have said defects repaired and made good at our expense and
 we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida
 Statute Chapter 558 shall not apply to this contract.

Dated _____
 (notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

M&M Asphalt Maintenance, Inc. d/b/a All County Paving _____ (Seal)

(Contractor)
 By: [Signature]
 (Signature)

Jeffrey Collier Executive Vice
 (Printed Name and Title) President

Hartford Fire Insurance Company _____ (Seal)
 (Surety)

By: [Signature]
 (Signature)

Brett Rosenhaus, Attorney-in-Fact & FL Licensed Agent
 (Printed Name and Title)

CONST-4

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC
Agency Code: 21-229752

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above Instrument; that he knows the seals of the said corporations; that the seals affixed to the said Instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President