

**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 2021050-08 in the amount of \$616,000 to mill and resurface Palm Beach Lakes Boulevard from Okeechobee Boulevard to I-95 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 \$57,000 bringing the total fiscal impact to \$673,000

**Attachments:**

1. Location Map
2. Work Order 2021050-08 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	\$ 673,000	-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	\$ 673,000	-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 1707 Object 4612-C017/C020

#### Recommended Sources of Funds/Summary of Fiscal Impact:

Local Government One-Cent Infrastructure Surtax Fund  
Palm Beach Lakes Blvd. from Okeechobee Blvd to I-95

Annual Contract	
Asphalt & Milling	\$ 616,000.00
Striping and Marking	\$ 57,000.00
Fiscal Impact	\$ 673,000.00

**Note:** Surtax Funding FY 2022 \$ 900,000 Palm Beach Lakes Blvd. from Okeechobee Blvd to I-95

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

*Lucy Mout* 3/9/22  
OFMB QA 3922  
*For review* 3/9/22

*Dr. J. Jacobus* 3/21/22  
Contract Dev. and Control

### B. Approved as to Form and Legal Sufficiency:

*[Signature]* 3/22/22  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



**RSF LIMITS**

**PALM BEACH LAKES BOULEVARD**

**(Okeechobee Boulevard to I95)**

**WORK ORDER # 2021050-08 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 OKEECHOBEE BOULEVARD TO I-95**

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 Okeechobee Boulevard to I-95 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 OKEECHOBEE BOULEVARD TO I-95**

Work Order No.:     **2021050-08**

**WHEREAS**, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$616,000 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 \$616,000 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 OKEECHOBEE BOULEVARD TO I-95**

Work Order No.: 2021050-08

**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

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Robert S. Weinroth, Mayor

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

BY: \_\_\_\_\_  
Deputy Clerk

**SEAL**

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: sc \_\_\_\_\_

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Yelizaveta Herman, Assistant County Attorney

CONTRACTOR:

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

BY: \_\_\_\_\_  
*Jeffrey Collier* *Executive Vice President*  
(Printed Name and Title)

**CORPORATE SEAL**

WITNESS:

BY: \_\_\_\_\_  
*Denisse Camerino*  
(Printed Name)

BY: \_\_\_\_\_  
*Asulugh A. McFarlane*  
(Printed Name)



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

<b>REQUEST:</b>	<b>REQUESTING DIVISION:</b>	<b>INFORMATION:</b>
<input checked="" type="checkbox"/> WORK ORDER NO. 2021050-08	<input checked="" type="checkbox"/> ROAD & BRIDGE	DATE January 13, 2022
<input type="checkbox"/> NEW AUTHORIZATION	<input type="checkbox"/> TRAFFIC	REQUESTOR Craig Lloyd
<input type="checkbox"/> CHANGE ORDER NO. _____	<input type="checkbox"/> ROADWAY PRODUCTION	COMMISSION DISTRICT NO: 7
<input type="checkbox"/> SUPPLEMENTAL NO. _____	<input type="checkbox"/> CONSTRUCTION COOR.	RESOLUTION NO: R2021-0985
<input type="checkbox"/> OTHER: _____	<input type="checkbox"/> STREETScape	PBC PO NUMBER: _____

<b>PROJECT LOCATION/LIMITS:</b> Palm Beach Lakes Boulevard from Okeechobee Boulevard to I-95	
<b>PROJECT NUMBER:</b> 2022814	<b>BUDGET LINE ITEM:</b> 3950-361-1707-4612-CO13
<b>CONTRACT NO:</b> 2021050	<b>CONTRACT DATE:</b> August 17, 2021

<b>CONTRACTOR/CONSULTANT/VENDOR:</b> M&M Asphalt Maintenance, Inc. d/b/a/ All County Paving	<b>VENDOR #</b> VC0000125269
<b>CONTACT:</b> Jeffrey Cohen	<b>CONTACT PHONE NUMBER:</b> (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 14 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 \$616,000

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
----------------------	------------------------	--------------------------------

<b>CONTRACTOR/CONSULTANT/VENDOR APPROVALS</b>	Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.
Please indicate your receipt of this Work Order by signing and returning a duplicate copy.	
Signature _____ Date _____	Signature _____ Date _____
Printed Name and Title _____	Printed Name and Title _____

<b>PALM BEACH COUNTY APPROVALS</b>	<b>BOARD APPROVAL?</b> _____ <b>Date:</b> _____
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 Okeechobee Boulevard to I-95			Commission District:	7
Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	MILL EXISTING ASPHALT PAVEMENT (1")	64000	SY	\$ 1.85	\$ 118,400.00
9	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (>800 TON ORDERS)	4000	TN	\$ 110.00	\$ 440,000.00
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 - 2020055				SUBTOTAL:	\$ 559,763.50
				CONT:	\$ 56,236.50
				TOTAL:	\$ 616,000.00

Striping - \$57,000

Prepared By: TC



OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Mill & Resurface Palm Beach Lakes Blvd from  
Okeechobee Blvd to I-95

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
NAME OF PRIME RESPONDENT/BIDDER: M&M Asphalt Maintenance Inc., D/B/A All County Paving  
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: Publicworks@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 4601 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 33064	<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)							100%	_____

Total Bid Price \$ 616,000.00

Total  
Total SBE - M/WBE Participation 15%  
Signature

I hereby certify that the above information is accurate to the best of my knowledge:

Executive Vice President  
Title

- Note:
- 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.
  - 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.
  - 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 document between the Prime Contractor/consultant and a Subcontractor/subconsultant (or 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 and Resurfacing

Prime Contractor: Subcontractor: Almazan Construction

(Check box(es) 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 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	Price or Percentage:
---	----------------------

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

Print Name of Prime: All County Paving

By: 

Authorized Signature

Jeffrey Cohen

Print Name

Executive Vice President

Title

Date: 10/06/2020

Almazan Construction

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Samuel J. Almazan

Print Name

President

Title

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

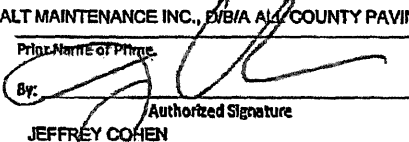
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or 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.

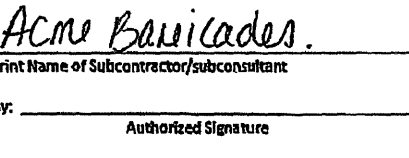
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	MAINTENANCE OF TRAFFIC-MOT				

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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultantPrice 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): N/A

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.

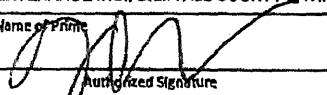
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	STRIPING- PAVEMENT MARKINGS				3%

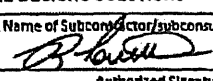
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 3%

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 2<sup>nd</sup>/3<sup>rd</sup> 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 Lavitt  
Print Name  
CFO  
Title  
Date: MAY 4 2021

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER:	<u>21BCSIE8641</u>
BOND AMOUNT:	<u>\$616,000.00</u>
CONTRACT AMOUNT:	<u>\$616,000.00</u>
<hr/>	
CONTRACTOR'S NAME:	<u>M&amp;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. 2021050-08</u>
DESCRIPTION OF WORK:	<u>Mill and Resurface Palm Beach Lakes Boulevard from Okeechobee</u> <u>Boulevard to I-95</u>
	<u></u>
	<u></u>
	<u></u>
	<u></u>
PROJECT LOCATION:	<u>Palm Beach Lakes Boulevard from Okeechobee Boulevard to I-95</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 Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:  
Six Hundred Sixteen Thousand and 00/100 Dollars  
\$ 616,000.00

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 Okeechobee Boulevard to I-95  
Project No.: Work Order No. 2021050-08  
Project Description: Mill and Resurface Palm Beach Lakes Boulevard from Okeechobee Boulevard to I-95  
Project Location: Palm Beach Lakes Boulevard from Okeechobee Boulevard to I-95

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.

**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:

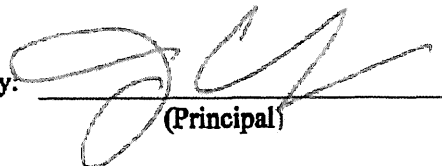
  
\_\_\_\_\_  
(Signature)

Denise Cameron  
\_\_\_\_\_  
(Print Name)

Project Coordinator  
\_\_\_\_\_  
(Title)

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

(Seal)

By:   
\_\_\_\_\_  
(Principal)

ATTEST:

  
\_\_\_\_\_  
(Signature)

Rita Lazarides

(Print Name)

Witness

(Title)

Hartford Fire Insurance Company

(Seal)

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 Okeechobee Boulevard to I-95</u>
	<u> </u>
	<u> </u>
	<u> </u>
	<u> </u>
PROJECT LOCATION:	<u>Palm Beach Lakes Boulevard from Okeechobee Boulevard to I-95</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>21BCSIE8641</u>
BOND AMOUNT:	<u>\$616,000.00</u>
CONTRACT AMOUNT:	<u>\$616,000.00</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

Exhibit C Pg. 5 of 7  
**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | 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, Assistant Secretary



M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

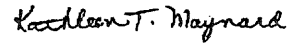
COUNTY OF HARTFORD

ss. 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  
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, Assistant Vice President

FORM OF GUARANTEE

BOND NO. 21BCSIE8641

GUARANTEE FOR (Contractor and Surety Name) M&M Asphalt Maintenance, Inc. d/b/a All County

Paving (Contractor) and Hartford Fire Insurance Company (Surety)

We the undersigned hereby guarantee that the Mill and Resurface Palm Beach Lakes Boulevard from

Okeechobee Boulevard to I-95 (Project), Project Number No. 2021050-08 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 President  
(Printed Name and Title)

Hartford Fire Insurance Company (Seal)  
(Surety)

By: [Signature]  
(Signature)

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

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER &amp; COMPANY INC

Agency Code: 21-229752

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | 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, 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