

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	\$ 399,000	-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	\$ 399,000	-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 1708 Object 4612-C017/C020

Recommended Sources of Funds/Summary of Fiscal Impact:

Local Government One-Cent Infrastructure Surtax Fund
S.W. 8th St. from S.W. 65th Ave. to Boca Rio Rd.

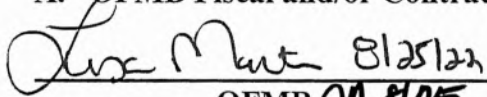
Annual Contract	
Asphalt & Milling	\$ 363,000.00
Striping and Marking	\$ 36,000.00
Fiscal Impact	\$ 399,000.00

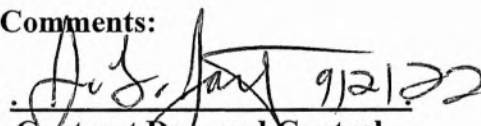
Note: Surtax Funding FY 2022 \$ 500,000 S.W. 8th St. from S.W. 65th Ave. to Boca Rio Rd.

C. Departmental Fiscal Review:

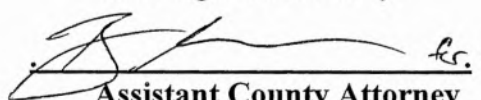
III. REVIEW COMMENTS

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


OFMB 9/1/25
8/25


Contract Dev. and Control

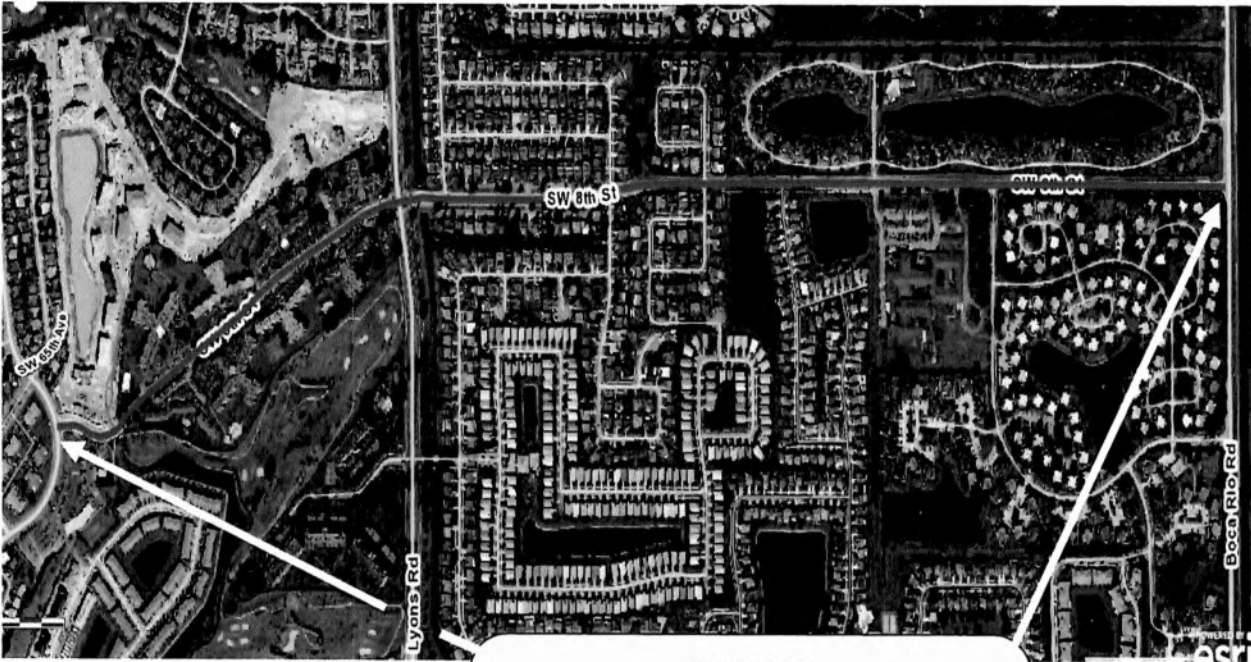
B. Approved as to Form and Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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



RSF LIMITS
SW 8TH STREET
(SW 65TH AVENUE – BOCA RIO ROAD)

LOCATION MAP

**AMENDMENT NO. 1 TO THE
ANNUAL MILLING AND RESURFACING CONSTRUCTION CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND GENERAL ASPHALT CO., LLC
PROJECT #2021050**

This Amendment No. 1 to the Annual Milling and Resurfacing Construction Contract (R2021-0986), dated August 17, 2021, (ANNUAL CONTRACT), is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and General Asphalt Co., LLC (CONTRACTOR) f/k/a General Asphalt Co., Inc., whose Federal ID is 59-1115297 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and General Asphalt Co., Inc. entered into the ANNUAL CONTRACT on August 17, 2021 (R2021-0986); and

WHEREAS, on December 21, 2021 Articles of Conversion were filed with the State of Florida to convert General Asphalt Co., Inc. into General Asphalt Co., LLC; and

WHEREAS, by this Amendment No. 1, the CONTRACTOR and the COUNTY mutually agree to amend the ANNUAL CONTRACT to recognize the name change.

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

1. The above recitals are true and correct and are incorporated herein.
2. The ANNUAL CONTRACT is hereby amended to recognize General Asphalt Co., LLC as the new name of the CONTRACTOR.

It is the intent of the Parties hereto that this Amendment No. 1 shall not become binding until the date executed by the COUNTY.

Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 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, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

BY: _____
Robert S. Weinroth, Mayor

(SEAL)

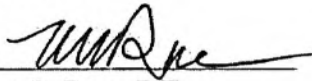
ATTEST:

Joseph Abruzzo Clerk of the Circuit Court & Comptroller

OWNER:

BY: _____
(Deputy Clerk)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY:  _____
Morton L. Rose, P.E.
Director of Roadway Production

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

BY: ybh _____
Yelizaveta B. Herman,
Assistant County Attorney

CONTRACTOR:

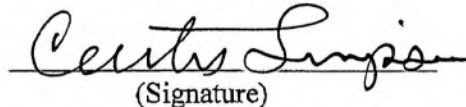
General Asphalt Co., LLC

BY:  _____
ROB LOPEZ, JR.
(CORPORATE SEAL)

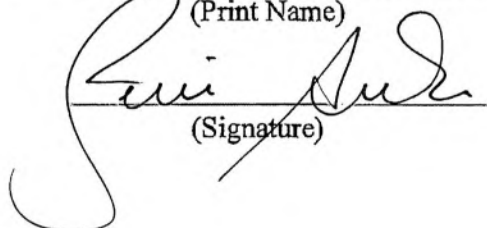

ATTEST WITNESS:

BY: CURTIS SIMPSON

(Print Name)

 _____
(Signature)

BY: Yeni Avila
(Print Name)

 _____
(Signature)

**WORK ORDER # 2021050-10 TO THE
ANNUAL MILLING AND RESURFACING CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND GENERAL ASPHALT CO., LLC FOR
SW 8th STREET FROM SW 65TH AVENUE TO BOCA RIO ROAD**

This Work Order to the Contract for Annual Milling and Resurfacing (R2021-0986), 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 GENERAL ASPHALT CO., LLC (**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 (R2021-0986), as amended on September 13, 2022; and

WHEREAS, the **COUNTY** desires the **CONTRACTOR** to mill and resurface SW 8th Street from SW 65th Avenue to Boca Rio Road 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**, as amended, and as directed and accepted by the Engineering Department, Road & Bridge Division; and

Work Order No.: 2021050-10

WHEREAS, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$363,000 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**, as amended, and as further described in **Exhibit "A"**.
3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$363,000 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: SW 8TH STREET FROM SW 65TH AVENUE TO BOCA RIO ROAD

Work Order No.: 2021050-10

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, as amended, 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:

ybh
Yelizaveta Herman, Assistant County Attorney

CONTRACTOR:

General Asphalt Co., LLC,

BY: _____
ROD LOPEZ, P.E., P.E.D.
(Printed Name and Title)



CORPORATE SEAL

WITNESS:

BY: _____

CURTIS SIMPSON
(Printed Name)

BY: _____
Yeni Avila
(Printed Name)



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. 2021050-10	<input checked="" type="checkbox"/> ROAD & BRIDGE	DATE August 16, 2022
<input type="checkbox"/> NEW AUTHORIZATION	<input type="checkbox"/> TRAFFIC	REQUESTOR Adam Faustini
<input type="checkbox"/> CHANGE ORDER NO. _____	<input type="checkbox"/> ROADWAY PRODUCTION	COMMISSION DISTRICT NO: 5
<input type="checkbox"/> SUPPLEMENTAL NO. _____	<input type="checkbox"/> CONSTRUCTION COOR.	RESOLUTION NO: R2021-0986
<input type="checkbox"/> OTHER: _____	<input type="checkbox"/> STREETScape	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: SW 8th Street from SW 65th Avenue to Boca Rio Road

PROJECT NUMBER: 2022815

BUDGET LINE ITEM: 3950-361-1708-4612-CO13

CONTRACT NO: 2021050

CONTRACT DATE: August 17, 2021

CONTRACTOR/CONSULTANT/VENDOR: General Asphalt Co., LLC

VENDOR # VC0000112331

CONTACT: Robert Lopez

CONTACT PHONE NUMBER: (305)592-3480

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 10 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 \$363,000

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 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	

PALM BEACH COUNTY APPROVALS		BOARD APPROVAL? Yes 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: 2/3/2022

Project Description:	Resurfacing Project			Road Maintenance District:	4
Project Location:	S.W. 8th Street from S.W. 65th Avenue to Boca Rio Road			Commission District:	5
Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	MILL EXISTING ASPHALT PAVEMENT (1")	34000	SY	\$ 2.00	\$ 68,000.00
9	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (>800 TON ORDERS)	2200	TN	\$ 111.00	\$ 244,200.00
25	OFF DUTY POLICE OFFICER	1	HR	\$ 66.00	\$ 66.00
26	PORTABLE MILLING MACHINE	4	HR	\$ 500.00	\$ 2,000.00
32	SURCHARGE TO DELIVER MILLINGS TO PBC STOCKPILE SITE USING CONTRACTOR VEHICLES	50	CY	\$ 0.01	\$ 0.50
34	MANHOLE ADJUSTMENT	1	EA	\$ 440.00	\$ 440.00
35	ADJUST VALVE BOX & MISC STRUCTURES	1	EA	\$ 330.00	\$ 330.00
General Asphalt 2021050				SUBTOTAL:	\$ 315,036.50
				CONT:	\$ 47,963.50
				TOTAL:	\$ 363,000.00

Striping \$36,000

Prepared By: TC

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Annual Milling & Resurfacing
 NAME OF PRIME RESPONDENT/BIDDER: General Asphalt Company., LLC
 CONTACT PERSON: Rob Lopez
 SOLICITATION OPENING/SUBMITTAL DATE: 3/10/21

SOLICITATION/PROJECT/BID No.: 2021050
 ADDRESS: 4850 NW 72nd Ave, Miami, FL 33168
 PHONE NO.: 3055923480 E-MAIL: Rob@generalasphalt.com
 DEPARTMENT: Road & Bridge

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 Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. General Asphalt Co LLC 4850 NW 72nd Ave Miami, FL 33168 3055923480	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2. Municipal Contractors 6596 Cypress Grove Lane West Palm Beach, FL 33411	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	15%	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)								
Total Bid Price \$ <u>363,000.00 - WO #10</u>				Total SBE / M/WBE Participation <u>15%</u>				

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

Total

Total SBE / M/WBE Participation 15%

[Handwritten Signature]

Signature

Senior 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.

REVISED 02/28/2019

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

Prime Contractor: General Asphalt Company., LLC Subcontractor: Municipal Contractors, Inc.
(Check box(s) that apply)
☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/18/2020

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
28	Milling				15%
	Paving				

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: 15%

General Asphalt Company., LLC

Print Name of Prime

By: _____

Authorized Signature

Albert Lopez

Print Name

Senior Vice President

Title

Date: 7/26/2022

Municipal Contractors, Inc.

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

David Scot Paulitsch

Print Name

President

Title

Date: 7/26/2022

PUBLIC CONSTRUCTION BOND

BOND NUMBER:	SU1183164
BOND AMOUNT:	\$363,000.00
CONTRACT AMOUNT:	\$50,000,000.00
CONTRACTOR'S NAME:	General Asphalt Co., LLC
CONTRACTOR'S ADDRESS:	4850 NW 72 Avenue Miami, FL 33166
CONTRACTOR'S PHONE:	305-592-3480
SURETY COMPANY:	Arch Insurance Company
SURETY ADDRESS:	Harborside 3, 210 Hudson Street, Suite 300 JERSEY CITY, NJ 07311
SURETY PHONE:	201-743-4000
OWNER'S NAME:	Palm Beach County
OWNER'S ADDRESS:	2300 North Jog Road, Suite 3W-33 West Palm Beach, FL 33411-2745
OWNER'S PHONE:	561-684-4150
PROJECT NO.:	2021050
DESCRIPTION OF WORK:	Pavement Milling and Resurfacing 2021050 - 10
PROJECT LOCATION:	Countywide - S.W. 8th Street from S.W. 65th Avenue to Boca Rio Road
LEGAL DESCRIPTION:	No legal description is available. The best description available is as indicated on the Project Location above.

Bond No.SUI183164

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:

£ 363,000.00 - Three Hundred Sixty Three Thousand and 00/100

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 August 17, 2021, entered into a Contract with the County for:

Project Name:	Annual Milling and Resurfacing Contract
Project No.:	2021050
Project Description:	See Page PCB-1
Project Location:	SeePage PCB-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 August 17, 2021 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:

Curtis Simpson
(Signature)

CURTIS SIMPSON
(Print Name)

ASSIST SCLTY
(Title)

ATTEST:

[Signature]
(Signature)

Gicelle Pajon
(Print Name)

Secretary
(Title)

(Seal)

General Asphalt Co., LLC



By: [Signature]
(Principal)

ROB LOPEZ, JR. CEO

(Seal)

Arch Insurance Company

By: [Signature]
(Surety)

Charles J. Nielson, Attorney-in-fact

PUBLIC CONSTRUCTION BOND

Bond No. SU1183164

DESCRIPTION OF WORK:	<u>Annual Milling mid Resurfacing Contract</u> <u>2021050 - 10</u> <u></u> <u></u> <u></u> <u></u>
PROJECT LOCATION:	<u>Countywide -S.W. 8th Street from S.W. 65th Avenue to Boca Rio Road</u>
SURETY COMPANY:	<u>Arch Insurance Company</u>
SURETY ADDRESS:	<u>Harborside 3, 201 Hudson Street, Suite 300</u> <u>Jersey City, Nj 07311</u> <u></u>
SURETY PHONE:	<u>201-743-4000</u>
BOND NUMBER:	<u>SU1183164</u>
BOND AMOUNT:	<u>\$363,000.00</u>
CONTRACT AMOUNT:	<u>\$50,000,000.00</u>

As the Surety Company for General Asphalt Co., LLC 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, Arch 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.

FORM OF GUARANTEE

BOND NO. SU1183164

GUARANTEE FOR (Contractor and Surety Name) General Asphalt Co., LLC as Principal and

Arch Insurance Company as Surety

We the undersigned hereby guarantee that the Annual Milling and Resurfacing Contract -
S.W. 8th Street from S.W. 65th Avenue to Boca Rio Road
(Project), Project Number 2021050, 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

General Asphalt Co, LLC

(Contractor)

By: [Signature]
(Signature)

ROB LOPEZ JR CEO
(Printed Name and Title)

Arch Insurance Company

(Seal)

By: [Signature]
(Signature)

Charles J. Nielson, Attorney-in-fact
(Printed Name and Title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL

Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH)

F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)

John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)

Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

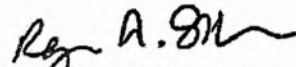
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

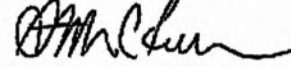
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 22nd day of October, 2021.

Attested and Certified


Regan A. Shulman, Secretary

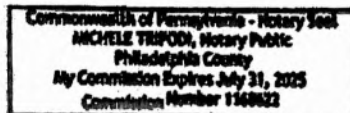


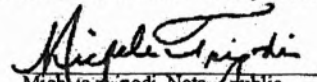
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

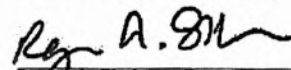



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 22, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of May, 20 22.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**