

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 9, 2024

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 2021050-89 in the amount of \$443,000 to mill and resurface Pratt Whitney Road from Indiantown Road for two miles south 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 mill and resurface approximately 2 miles of Pratt Whitney Road’s two lanes. This Contract is one of three contracts with an available cumulative total of \$50 million for the annual asphalt milling and resurfacing program. To date, the Engineering and Public Works Department has resurfaced approximately 400 lane miles within the last 2.5 years under the cumulative \$50 million asphalt resurfacing Contract. Prior to this meeting date, approximately \$8 million of the \$50 million M&M Contract that was approved on August 17, 2021, by the BCC, has been spent or encumbered. 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. On September 8, 2023, the Office of Equal Business Opportunity reduced the mandatory SBE participation from 15% to 11%, based on the findings of the requested waiver and good faith efforts provided by M&M. M&M agreed to 10% SBE participation for this work order. Their cumulative SBE participation, including this work order is 10%. District 1 (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 \$40,000 bringing the total fiscal impact to \$483,000.

Attachments:

1. Location Map see map
2. Work Order 2021050-89 with Exhibits “A”, “B”, “C” and Ebix

David Ricks

David Ricks (Apr 3, 2024 13:52 EDT)

Recommended by: _____

County Engineer

Date

Patrick Rutter

Patrick Rutter (Apr 3, 2024 14:28 EDT)

Approved By: _____

Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$ 483,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-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	\$ 483,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes No

Is this item using Federal Funds?

Yes No

Is this item using State Funds?

Yes No

Budget Account No:

Fund 3900 Dept 363 Unit R124-101 Object 4612

Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay
 Pavement Mgmt/Roadway Striping FY2024
 Pratt Whitney Rd Crossover Failure

Annual Contract

Asphalt & Milling	\$ 443,000.00
Striping and Marking	\$ 40,000.00
Fiscal Impact	\$ 483,000.00

C. Departmental Fiscal Review:

Danny Rantel Singh

III. REVIEW COMMENTS

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

Lois M... 3/11/24
 OFMB *9A 211*
MD 3/1

Branda ... 3/11/24
 Contract Dev. and Control
700 3/5/24

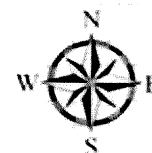
B. Approved as to Form and Legal Sufficiency:

M... 3/11/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP



RSF LIMITS
PRATT WHITNEY ROAD
**(FROM INDIANTOWN ROAD FOR
TWO MILES SOUTH)**

**WORK ORDER # 2021050-89 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
PRATT WHITNEY ROAD FROM INDIANTOWN ROAD FOR TWO MILES SOUTH**

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**) authorized to do business in the State of Florida, whose Federal I.D. is 61-1595442 (individually Party and collectively Parties).

WITNESSETH

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 Pratt Whitney Road from Indiantown Road for two miles South 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: PRATT WHITNEY ROAD FROM INDIANTOWN ROAD FOR TWO MILES SOUTH

Work Order No.: 2021050-89

WHEREAS, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$443,000 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 \$443,000 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: PRATT WHITNEY ROAD FROM INDIANTOWN ROAD FOR TWO MILES SOUTH

Work Order No.: 2021050-89

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: _____
Maria Sachs, Mayor

CONTRACTOR:

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

BY: _____
Kenneth Goldberg / President
(Printed Name and Title)

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

C O R P O R A T E S E A L

BY: _____
Deputy Clerk

WITNESS:
BY: _____
Denisse Caminero
(Printed Name)

S E A L

APPROVED AS TO TERMS
AND CONDITIONS:

BY: sc _____
[Signature]

BY: _____

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

[Signature]
Yelizaveta Herman, Assistant County Attorney

(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. <u>2021050-89</u>	<input checked="" type="checkbox"/> ROAD & BRIDGE	DATE <u>January 30, 2024</u>
<input type="checkbox"/> NEW AUTHORIZATION	<input type="checkbox"/> TRAFFIC	REQUESTOR <u>Chase Miller</u>
<input type="checkbox"/> CHANGE ORDER NO. _____	<input type="checkbox"/> ROADWAY PRODUCTION	COMMISSION DISTRICT NO: <u>1</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: Pratt Whitney Road from Indiantown Road for two miles South
PROJECT NUMBER: 2024213 **BUDGET LINE ITEM:** 3900-363-R124-101-4612
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 8 days.

This work shall be coordinated with, (48 hours prior to beginning of work)
 Chase Miller, Construction Superintendent R&B (561)-233-3999

The total amount of this request, per the attached documentation, is not to exceed \$443,000
 The Small Business Enterprise(SBE) goal for this contract is 15% .A Good Faith Waiver was issued on 9/8/2023 that reduced the SBE commitment to 11%.
 The estimated SBE participation for this request is 10% .
 The cumulative SBE participation to date for this Contract including this request is 10% .

Name: Chase Miller Title: Construction Superintendent Telephone Number: 561-233-3999

CONTRACTOR/CONSULTANT/VENDOR APPROVALS

Please indicate your receipt of this Work Order by signing and returning a duplicate copy.

Signature: [Signature] Date: 02/01/24
 Printed Name and Title: Kenneth Goldby / President

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

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

PALM BEACH COUNTY APPROVALS

Division Approval _____ Date _____
 Assistant County Engineer _____ Date _____

BOARD APPROVAL? _____ Date: _____

Budget Approval _____ Date _____
 Contract Review Committee (when required) Date _____



ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE

Exhibit 'A'

DATE: 1/30/2024

Project Description:	Mill and Resurface	Road Maintenance District:	1		
Project Location:	Pratt Whitney Road from Indiantown Road for two miles South	Commission District:	1		
Item #	Item Description	Quantity	Unit	Unit Price	Amount
2	MILL EXISTING ASPHALT PAVEMENT (1.5")	39000	SY	\$ 2.00	\$ 78,000.00
9	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (>800 TON ORDERS)	2800	TN	\$ 110.00	\$ 308,000.00
25	OFF DUTY POLICE OFFICER	1	HR	\$ 73.50	\$ 73.50
26	PORTABLE MILLING MACHINE	12	HR	\$ 210.00	\$ 2,520.00
34	MANHOLE ADJUSTMENT	1	EA	\$ 225.00	\$ 225.00
35	ADJUST VALVE BOX & MISC STRUCTURES	1	EA	\$ 125.00	\$ 125.00
NIC	BITUMINOUS ADJUSTMENT	1	EA	\$14,000	\$ 14,000.00
M&M Asphalt - 2021050 ADAS:NO EVAL:-5 DURATION: 8DAYS				SUBTOTAL:	\$ 402,943.50
				CONT:	\$ 40,056.50
				TOTAL:	\$ 443,000.00

STRIPING \$ 40,000

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

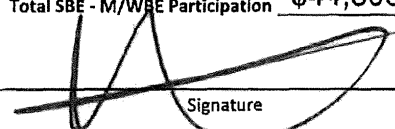
SOLICITATION/PROJECT/BID NAME: PRATT WHITNEY ROAD FROM INDIANTOWN ROAD FOR TWO MILES SOUTH
NAME OF PRIME RESPONDENT/BIDDER: M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING
CONTACT PERSON: KENNETH GOLDBERG
SOLICITATION OPENING/SUBMITTAL DATE: 02/12/2024

SOLICITATION/PROJECT/BID No.: 2021050-89
ADDRESS: PRATT WHITNEY ROAD FROM INDIANTOWN RD FOR TWO MILES
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 Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$398,700.00	_____
2. ALMAZAN CONTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	\$44,300.00	_____	_____	_____
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	\$44,300.00	_____	\$398,700.00	_____
Total Bid Price \$ 443,000.00 (10%)				Total SBE - M/WBE Participation		\$44,300.00		

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



 Signature

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.

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: 2021050-89

SOLICITATION/PROJECT NAME: Pratt Whitney Rd from Indiantown Rd for Two Miles South

Prime Contractor: M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING Subcontractor: Almazan Construction

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 9/6/25

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
001	1" Asphalt Milling				10%

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: _____

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: [Signature]
Authorized Signature

KENNETH GOLDBERG

Print Name

PRESIDENT

Title

Date: 02/01/24

Almazan Construction

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Samuel J. Almazan

Print Name

President

Title

Date: 2/1/24

PUBLIC CONSTRUCTION BOND

BOND NUMBER: GS59300613

BOND AMOUNT: \$443,000.00

CONTRACT AMOUNT: \$443,000.00

CONTRACTOR'S NAME: M&M Asphalt Maintenance, Inc. d/b/a All County Paving

CONTRACTOR'S ADDRESS: 1180 SW 10th Street
Delray Beach, FL 33444

CONTRACTOR'S PHONE: (561) 588-0949

SURETY COMPANY: The Gray Casualty & Surety Company

SURETY ADDRESS: P.O. Box 6202
Metairie, LA 70009-6202

SURETY PHONE: (504) 888-7790

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.: Work Order No. 2021050-89

DESCRIPTION OF WORK: Mill and Resurface Pratt Whitney Road from Indiantown Road
for two miles South

PROJECT LOCATION: Pratt Whitney Road from Indiantown Road for two miles South

LEGAL DESCRIPTION: No legal description is available. The best description available is
as indicated on the Project Location above.

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:

Four Hundred Forty-Three Thousand and 00/100 Dollars
\$ 443,000.00

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 Pratt Whitney Road from Indiantown Road for two miles South
Project No.: Work Order No. 2021050-89
Project Description: Mill and Resurface Pratt Whitney Road from Indiantown Road for two miles South
Project Location: Pratt Whitney Road from Indiantown Road for two miles South

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.

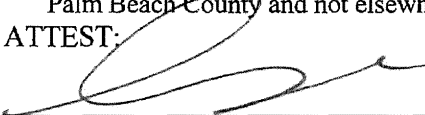
THE CONDITION OF THIS BOND is that if Principal:

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)

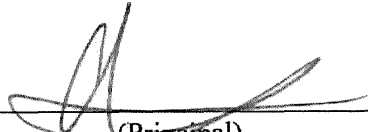
M&M Asphalt Maintenance, Inc. d/b/a All County Paving

 (Seal)

Danielle Cameron

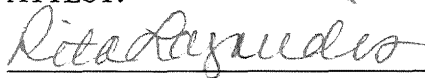
 (Print Name)
Sr Sales Coordinator

 (Title)

By: 

 (Principal)

ATTEST:



 (Signature)

The Gray Casualty & Surety Company


 (Seal)

Rita Lazarides

 (Print Name)

Witness

 (Title)

By: 

 (Surety) Kevin Wojtowicz
 Attorney-in-Fact
 & FL Licensed Agent

PUBLIC CONSTRUCTION BOND

DESCRIPTION OF WORK: Mill and Resurface Pratt Whitney Road from Indiantown Road
for two miles South

PROJECT LOCATION: Pratt Whitney Road from Indiantown Road for two miles South

SURETY COMPANY: The Gray Casualty & Surety Company

SURETY ADDRESS: P.O. Box 6202
Metairie, LA 70009-6202

SURETY PHONE: (504) 888-7790

BOND NUMBER: GS59300613

BOND AMOUNT: \$443,000.00

CONTRACT AMOUNT: \$443,000.00

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, The Gray Casualty & Surety 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.

Niellson, Wojtowicz, Neu, & Associates
02/05/2024 14:01 213124202182

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS59300613 **Principal:** M&M Asphalt Maintenance, Inc. d/b/a All County Paving
Project: Mill and Resurface Pratt Whitney Road from Indiantown Road for two miles South, Work Order No. 2021050-89

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Jessica Reno, Edwin T. Collins, IV, Devin Phillips, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Leigh Anne Henican



FORM OF GUARANTEE

BOND NO. GS59300613

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

Paving (Contractor) and The Gray Casualty & Surety Company (Surety)

We the undersigned hereby guarantee that the Mill and Resurface Pratt Whitney Road from Indiantown

Road for two miles South (Project), Project Number No. 2021050-89, 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)

President / Kenneth Goldberg
(Printed Name and Title)

The Gray Casualty & Surety Company (Seal)
(Surety)

By: _____
(Signature)

Kevin Wojtowicz, Attorney-in-Fact & FL Licensed Agent
(Printed Name and Title)



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001468	M & M Asphalt Maintenance, Inc.		Compliant					2021050	Annual Milling and Resurfacing Contract
		Ag , XV	The Continental Insurance Company	7036702751	4/30/2023	4/30/2024	Auto Liability		
		A++r , XIV	Landmark American Insurance Company	LHA102195	4/30/2023	4/30/2024	Excess Liability		
		Ag , XV	The Continental Insurance Company	7036702751	4/30/2023	4/30/2024	General Liability		
		Ag , XV	The Continental Insurance Company	7036702751	4/30/2023	4/30/2024	Workers Comp		

Risk Profile : Standard - Construction Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :