Agenda Item #: 3-C-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 8, 2025	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Engineering	and Public Works	
Submitted By: Engineering	and Public Works	
Submitted For: Road and B	idge Division	
	I. EXECUTIVE BRIE	F

Motion and Title: Staff recommends motion to approve: Work Order 2024050-32 in the amount of \$1,245,000 to mill and resurface the northbound lanes of Seminole Pratt Whitney Road from Southern Boulevard to Sycamore Drive utilizing Palm Beach County's (County) annual asphalt milling and resurfacing contract R2024-0746 (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 \$300,000 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 four (4) miles of the northbound two (2) lanes of Seminole Pratt Whitney Road. This Contract is one (1) of three (3) contracts with an available cumulative total of \$70,000,000 for the annual asphalt milling and resurfacing program. Prior to this meeting date, approximately \$12,000,000 of the \$70,000,000 M&M Contract that was approved on July 2, 2024, has been spent or encumbered. This Contract was presented to the Goal Setting Committee on December 16, 2023 and the Committee established an Affirmative Procurement Initiative (API) of a 10% minimum mandatory Small Business Enterprise (SBE) participation. The proposed SBE participation for this work order is 12.10%. To date, the overall SBE participation achieved on this Contract is 7.70%. The budget for the improvements includes striping and marking costs of \$120,000 bringing the total fiscal impact to \$1,365,000. District 6 (YBH)

Background and Justification: The County intends to construct the improvements in accordance with the attached work order.

Attachments: 1. Location Map 2. Work Order 2024050-3	2 with Exhibits "A", "B", "C" and Ebix	
For AF A Recommended by: _	ShuCan Sor County Engineer	3 3 25 Date
Approved By:	Tau	3/1/25
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact:				
Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$1,365,000	-0-	-0-	-0-	-0-
External Revenues	-0-	_0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$1,365,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	<u>^</u>	•	_		_
POSITIONS (Cumulative)			-0-	-0-	-0-
Is Item Included in	n Current B	udget?		Yes 🖌 N	io 🗌
Is this item using	Federal Fu	inds?		Yes	ro 🖌
Is this item using	State Fund	ls?		Yes	io 🖌
Budget Account No: F	und <u>3900</u> Dej	pt <u>363</u> Unit	<u>R124-108</u> Obj	ect <u>4612</u>	
Recommended Sources	of Funds/Su	mmary of Fi:	scal Impact:		
Capital Outlay/Pavem		.	- * * * *		
Roadway Striping FY2	-				
SEMINOLE PRATT WHITN		NES FROM SOL	JTHERN RIVD T	O SYC	
				0 010	
Annual Contract					
Asphalt & Milling		\$1,245,000			
Striping		\$ 120,000			
Fiscal Impact		\$1,365,000	.00		
		,	• • •	0	
C. Departmental Fiscal Re	view: De	any	Kanle	any-	
	III. R	EVIEW COMM	AENTS		
A. OFMB Fiscal and/or Co	ontract Dev. and	d Control Com	ments.		-
Pa	. 1 1		M. weli	back/1.	5 2/-/
Vin Chut.	31412625	1	MMM	MANIC	3/5/25
OFMB	Mazi		ontract Dev. and	Control	
MD3 H	911 31			3.5.25	
B. Approved as to Form a	nd Logal Suffi	nianay.	- (9)		
D. Approved as to FORM a	inu Legai Suille	ciency:			
	112.75				
2/1	1/20 ds				
Assistant County Aftor	rhev				
N I					
C. Other Department Rev	iew:				
Department Director					

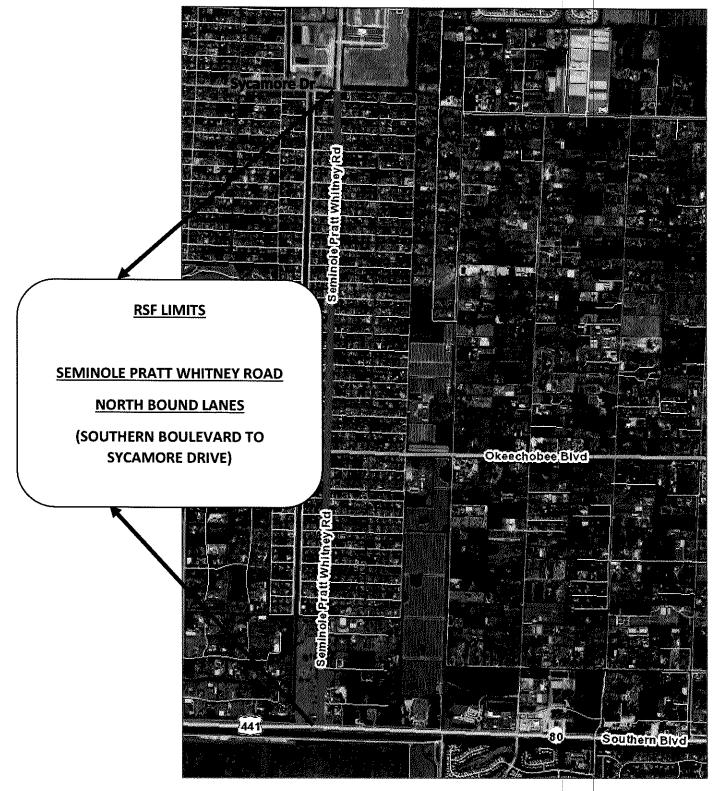
This summary is not to be used as a basis for payment.

F:\ADM_SER\Fiscal\AgendaPage2 25.144.2024241.page2.WO#2024050-32.3900.363.R124-108.4612

2



LOCATION MAP



ATTACHMENT 1

WORK ORDER # 2024050-32 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

SEMINOLE PRATT WHITNEY ROAD (NB LANES ONLY) FROM SOUTHERN BOULEVARD TO SYCAMORE DRIVE

This Work Order to the Contract for Annual Milling and Resurfacing (R2024-0746), dated July 2, 2024 (**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 July 2, 2024 (R2024-0746); and

WHEREAS, the COUNTY desires the CONTRACTOR to mill and resurface the northbound lanes of Seminole Pratt Whitney Road from Southern Boulevard to Sycamore Drive 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

1 of 3

Re: SEMINOLE PRATT WHITNEY ROAD (NB LANES ONLY) FROM SOUTHERN BOULEVARD TO SYCAMORE DRIVE

Work Order No.: 2024050-32

WHEREAS, based on the pricing agreed to in the ANNUAL CONTRACT, the Parties

agree that a cost not to exceed \$1,245,000 is appropriate compensation for the services to be

performed by the **CONTRACTOR** to construct the **IMPROVEMENTS**.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of

the mutual benefits that flow from each to the other, the Parties hereto agree as follows:

- 1. The above recitals are true and are incorporated herein.
- 2. The **CONTRACTOR** agrees to construct the **IMPROVEMENTS** in accordance with the **ANNUAL CONTRACT**, and as further described in **Exhibit "A"**.
- 3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$1,245,000 to construct the **IMPROVEMENTS**. Final payment shall be per documented quantities installed.
- 4. The following Exhibits are attached, and made a 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 Performance and Payment Bond

INTENTIONALLY LEFT BLANK

2 of 3

Re: SEMINOLE PRATT WHITNEY ROAD (NB LANES ONLY) FROM SOUTHERN BOULEVARD TO SYCAMORE DRIVE

Work Order No.: 2024050-32

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 here unto set its hand the day and year above written.

CONTRACTOR:

OWNER:

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

BOARD OF COUNTY COMMISSIONERS

BY:

Maria G. Marino, 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

M&M Asphalt Maintenance, Inc., d/b/a All County Paying a Florida Corporation BY: President lan 10A (Printed Name and Title) CORPORATE S E A L WITNESS: BY (in (Printed Name) BY eras (Printed Name)

Exhibit A, Pg. 1 of 2

BEACH CO				Exhibit A, Pg. 1 of 2
	PALM BEACH COUN	ITY BOARD	OF COUNTY COMM	ISSIONERS
			WORKS DEPARTMI	
			LM BEACH, FL 33416	
CORIDI				
REQUEST:	BEQUESTING DU 4			
WORK ORDER NO. 2024050-3	REQUESTING DIVIS		INFORMATION:	
NEW AUTHORIZATION		E,	DATE 8/14/2024	Devia
CHANGE ORDER NO.		DUCTION	REQUESTOR Trace I	
			RESOLUTION NO: R2	
	STREETSCAPE	COUR.	PBC PO NUMBER:	
0				
PROJECT LOCATION/LIMITS: Ser	minole Pratt whitney Road			-
PROJECT NUMBER: 2024241			T LINE ITEM: 3900-3	
CONTRACT NUMBER: 2024050		_ CONTR	ACT DATE: July 2, 202	4
CONTRACTOR/CONSULTANT/VE	NDOR: M&M Asphalt Ma	intenance, l	nc. (M&M) VENDOR	#: VC0000125269
CONTACT: Kenneth Goldberg			ACT PHONE NUMBER:	
Details: In accordance with your o	ontract you are to provid	e the follow	ing services: Mill and r	adurfaco roadiucu en dinastad
A Separate NTP will be issued dire	ecting the contractor to co	mmence wo	ork within five (5) work	ing days. The contract
duration for this work request is	25 days,			ing days, me contract
				······································
· · · · · · · · · · · · · · · · · · ·				
This work shall be coordinated			f work)	
Chase Miller, Public Works Super	intendent (561) 233-3999)		
The Small Business Enterprise (SB The estimated SBE participation for The cumulative SBE participation	or this request is <u>12.1-/-</u> to date for this Contract in	 icluding this		
Name: Chase Miller	Title: Public Works Su	perintenden	t Telepho	one Number: (561)233-3999
CONTRACTOR/CONSULTANT/VEN Please indicate your receipt of this and returning a duplicate copy.		comple	sign below and submit v tion of the project. Proj ance with Contract and	ect completed in
Signature	Date	Signatu	**	Data
The HE Endberg	President	Signatu	ie -	Date
Printed Name and Title		Printed	Name and Title	
PALM BEACH COUNTY APPROVA	LS	BOARD	O APPROVAL?	Date:
				,
Division Approval	Date	Budget	Approval	Date
		0.11	•••	
Assistant County Engineer	Date	Contrac	t Review Committee (w	hen required) Date

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	ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE					Exhibit 'A'
Droloal				DATE	;	8/14/2024
Project Description	Mill & Resurface		Roa	d Maintenance District:		2
Project Location:	Seminole Pratt Whitney Road (NB lanes only) from Southern Boulevarde to Sycamore Drive		Com	mission District:		6
Item #	Item Description	Quantity	Unit	Unit Price	+	<u></u>
2	MILL EXISTING ASPHALT PAVEMENT (1.25")	98250	SY	\$ 2.40	15	235,800.00
10	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (>800 TON ORDERS)	6632	TN	\$ 134.00	+ ·	888,688.00
27	OFF DUTY POLICE OFFICER	1	HR	\$ 100.00	1	100.00
28	PORTABLE MILLING MACHINE	4	HR	\$ 225.00	1.7	900.00
34	SURCHARGE TO DELIVER MILLINGS TO PBC STOCKPILE SITE USING CONTRACTOR VEHICLES	100	CY	\$ 3.00	<u> </u>	300.00
36	MANHOLE ADJUSTMENT	1	ÉA	\$ 225.00		225.00
	ADJUST VALVE BOX & MISC STRUCTURES	1	EA	\$ 175.00	<u> </u>	175.00
	BITUMINOUS ADJUSTMENT	1	LS	\$ 5,000.00	<u> </u>	5,000.00
M&M Asphalt -	2024059	a antiga antiga	- Charles	SUBTOTAL	<u> </u>	1,131,188.00
				CONT	<u> </u>	113,812.00
	STRIPINC \$ 120,000,00			TOTAL	5	1 245 000.00

STRIPING \$ 120,000.00

CPS Signature: Z. Docyle Exhibit A, Pg. 2 of 2 Contractor Signature: _

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

WO#32-Seminole Pratt Whitney Road NB tanes from SOLICITATION/PROJECT/BID NAME: Southern Bivd to Sycamore Drive	SOLICITATION/PROJECT/BID No.: 2024050-32
NAME OF PRIME RESPONDENT/BIDDER: M&M ASPHALT MAINTENANCE INC., D/B/A ALL	ADDRESS: 1180 SW 10th Street, Delray Beach, FL 33444
CONTACT PERSON: Kenneth Goldberg	561-588-0949 PHONE NO.: E-MA
SOLICITATION OPENING/SUBMITTAL DATE: 10/17/2024	DEPARTMENT:

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

	(Chee <u>Non-SBE</u>	ck all Applicable Cate <u>M/WBE</u>	SBE		DOLLAR AMOU	NT OR PERCENT	AGE OF WORK	
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Speci
M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY I. PAVING 1180 SW 10TH STREET, DELRAY BEACH, FL 33444	\checkmark						\$1,122,300.00	
2. Tru-Trucking 6917 Vista Parkway N Suite 10 West Palm Beach, FL 33411			\checkmark		\$154,700.00			
3.								
4.							·	
5.								
lease use additional sheets if necessary)			Total		\$154,700.00		\$1,122,300.00	
al Bid Price \$\$1,277,000.00			Total SBE	- M/WBE Participatio	, \$154,700.00	12.1%		
ereby certify that the above information is accurate	to the best of	f my knowledge:	1	-14-	and and the second s		PRESIDENT	
• -			General	Signature	2		1	itle

PUBLICWORKS@ALLCOUNTYPAVIN E-MAIL: G.COM

OEBO LETTER OF INTENT - SCHEDULE 2

Exhibit B, Pg. 2 of 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: 2024050-32

SOLICITATION/PROJECT NAME: Seminole Pratt Whitney Rd NB lanes from Southern Blvd to Sycamore Drive

Prime Contractor:	M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING Subcontractor: Tru-Trucking	
(Check box(s) that ☑SBE □WBE	apply) JMBE IM/WBE INon-S/M/WBE Date of Palm Beach County Certification (if a	oplicable):
The undersigned a <u>Column 1</u>	ffirms they are the following (select one from each column if applicable): <u>Column 2</u>	<u>Column 3</u>
⊠Male □Female	Affican-American/Black 🖾 Asian American 🖾 Caucasian American	

<u>S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form</u>. Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> 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	Trucking				\$154,700.00
	······································				

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: \$154,700.00

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.

Price or Percentage:

Name of 2nd/3rd tier Subcontractor/subconsultant

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

Print Name of Prime By:______

KENNETH GOLDBERG

Print Name

PRESIDENT

Title

Date: 10/17/2024

Try Trucking Inc
Print Name of Subcontractor/subconsultant
By: Coulad Erwello
Authorized Signature
Caridad Trutillo
Print Name \ \
<u>v.p.</u>
Title

12.11

Date: 10-24-24

Revised 09/17/2019

This	is the front page of the performance/payment bond issued in compliance with Florida Statute 255.05 PERFORMANCE AND PAYMENT BOND (Public Work) In compliance with F.S. Chapter 255.05(1)(a)
Bond No.:	GS59300728
CONTRAC Name: Address: Phone:	CTOR: M & M Asphalt Maintenance, Inc. DBA All County Paving 1180 SW 10th Street, Delray Beach, FL 33444 561-634-7270
SURETY(S Name: Address: Phone:): The Gray Casualty & Surety Company P.O. Box 6202 , Metairie, LA 70009-6202 504-888-7790
OWNER: Name: Address: Phone:	Palm Beach County 2300 North Jog Road, Suite 3W-33, West Palm Beach, FL 33411 561-684-4150
Bond Amor Description Project Loc	of Work: Seminole Pratt Whitney Road NB Lanes from Southern Blvd to Sycamore Drive
	<u>FRONT PAGE</u> All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

PUBLIC CONSTRUCTION BOND

,

BOND NUMBER:	GS59300728		
BOND AMOUNT:	\$1,277,000.00		
CONTRACT AMOUNT:	\$1,277,000.00		
CONTRACTOR'S NAME:	M & M Asphalt Maintenance, Inc. D	BA All	County Paving
CONTRACTOR'S ADDRESS	1180 SW 10th Street		
	Delray Beach , FL 33444		
CONTRACTOR'S PHONE:	561-634-7270		
SURETY COMPANY:	The Gray Casualty & Surety Company		
SURETY ADDRESS:	P.O. Box 6202		
	Metairie, LA 70009		
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.:	2024050-32		
DESCRIPTION OF WORK:	Pavement milling and resurfacing Seminole Pratt Whitney Road NB Land to Sycamore Drive Project Number: 2024241	es from	Southern Blvd
PROJECT LOCATION:	Countywide		
LEGAL DESCRIPTION:	No legal description is available. The be as indicated on the Project Location above		iption available is

Bond No. GS59300728

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 <u>M & M Asphalt Maintenance, Inc. DBA</u> <u>All County Paving</u> (Principal) and <u>The Gray Casualty & Surety Company</u> (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: One Million Two Hundred Seventy Seven Thousand and 00/100 Dollars

\$ 1,277,000.00

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:

Project No.: Project Description: Project Location: Milling & Resurfacing Continuing Services Construction Contract 2024050-32 See Page PCB-1 See Page 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 ______ 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

Exhibit C, Pg. 4 of 8

PUBLIC CONSTRUCTION BOND

- 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.
- 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) alles (Print Name) (Title) ATTEST: 1110 (Signatur) Michelle Ramirez (Print Name)

Witness

(Title)

/(Seal) M & M Asphalt Maintepance, inc.
DBA All County Paving
By:
(Principal)
$\overline{\mathbf{D}}_{\mathbf{r}}$
Kennotal Goldberg President
(Print Name)
PRESIDAT
(Title)
()
(Seal)
The Gray Casualty-& Surety Company
By: Rel
(Surety)
(
Kevin Wojtowicz
(Print Name)
Attorney-in-Fact
(Title)
3-3

PUBLIC CONSTRUCTION BOND

PROJECT NO.: 2024050	
DESCRIPTION OF WORK:	Pavement milling and resurfacing Seminole Pratt Whitney Road NB Lanes from Southern Blvd to Sycamore Drive Project Number: 2024241
PROJECT LOCATION:	countywide
SURETY COMPANY:	The Gray Casualty & Surety Company
SURETY ADDRESS:	P.O. Box 6202 Metairie, LA 70009
SURETY PHONE:	504-888-7790
BOND NUMBER:	GS59300728
BOND AMOUNT:	\$1,277,000.00
CONTRACT AMOUNT:	\$1,277,000.00

As the Surety Company for <u>M & M Asphalt Maintenance</u>, Inc. DBA 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, <u>The Gray Casualty & Surety Company</u>, 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 scaled" date on the bond(s) should be completed.

FORM OF GUARANTEE

BOND NO. GS59300728

GUARANTEE FOR (Contractor and Surety Name) M & M Asphalt Maintenance, Inc. DBA All County Paving

The Gray Casualty & Surety Company

We the undersigned hereby guarantee that the <u>Milling & Resurfacing Continuing Services Construction</u> <u>Contract</u> (Project), Project Number <u>2024050</u>, 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 final acceptance date)		
SEAL AND NOTARIAL ACKNOWLEDGEMEN	Γ OF SURETY	
M & M Asphalt Maintenance, Inc. DBA All County Pavin	9	(Seal)
(Contractor)		
BX	Kennett Goldbar	1 Milsidat
(Signature)	(Printed Name ar	nd Title)
The Gray Casualty & Surety Company		(Seal)
(Surety)		
By: de Lat	Kevin Wojtowicz, Atto	rney-in-Fact
(Signature)	(Printed Name ar	nd Title)
CONST	Г-4	
Cords.		

Bond No. GS59300728

(Acknowledgment by Principal)	Bond No. GS5930072
State of Florida	
County of PALA BEACH	
I, <u>NACEERNNETON</u> , a Notary Public in and for the county a aforesaid, do hereby certify that <u>KENNETH GOUDBERG</u> <u>PERSIDENT</u> , signed this Payment and Performanc <u>M&M Asphalt Maintenance, Inc. DBA All County Paving</u> , on this day, before me, acknowled writing to be the act and deed of the said corporation.	who, as ce Bond for
Given under my hand this 13 TH day of <u>Noverveee</u> , 20 <u>24</u> Notary Public	
My commission expires on the <u>08</u> day of <u>Specially</u> <u>2028</u>	
	MAUREEN NORTON lotary Public - State of Florida Commission # HH 449208 y Comm. Expires Jan 8, 2028 through National Notary Assn.
(Acknowledgment by Surety)	
State of <u>Florida</u>	
County of	
I, <u>Michelle Torres</u> , a Notary Public in and for the county a	nd state
aforesaid, do hereby certify that <u>Kevin Wojtowicz</u>	who, as
Attorney-in-Fact & FL Licensed Agent , signed this Payment and Performance	
The Gray Casualty & Surety Company, on this day, before me, acknowled	lge the said
writing to be the act and deed of the said corporation	
Given under my hand this <u>7th</u> day of <u>November</u> , 20 <u>24</u>	
Alleman My	y Public State of Florida Michelle Torres Commission HH 512173 xpires 4/3/2028
My commission expires on the <u>3</u> day of <u>April</u> , 2028	

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Niellson, Woltowicz, Neu, & Associates 11/07/2024 10:47 2821494025034

THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS59300728 Principal: M & M Asphalt Maintenance, Inc. DBA All County Paving

Project: Seminole Pratt Whitney Road NB Lanes from Southern Blvd to Sycamore Drive

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 & Surcty 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 4^{th} day of November, 2022.



and a Michael T. Grav President

The Gray Insurance Company



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 voluntary act and deed, of their companies.



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

Hume Henrican

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 ,

lo Mang 716 18 M

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

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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
DX00002824	M&M Asphalt Maintenance Inc.		Compliant					2024050	Milling & Resurfacing Continuing Services Construction Contract
		A++ , XV	Federal Insurance Company	54326686	4/30/2024	4/30/2025	Auto Liability		
		A++r , XIV	Landmark American Insurance Company	LHA600520	4/30/2024	4/30/2025	Excess Liability		
		A++ , XV	Federal Insurance Company	54326687	4/30/2024	4/30/2025	General Liability		
		Ap , XV	Nationwide Mutual Insurance Company	WCC343255A	4/30/2024	4/30/2025	Workers Comp		
Risk Profile :	Standard - Construction Servic	es							
Required Additional Insured :	Palm Beach County Board of County Commissioners								

Ownership Entity :