

**SECTION 2: PROPOSAL**

Proposal of M&M ASPHALT MAINTENEANCE INC d/b/a ALL COUNTY PAVING  
(Contractor)  
1180 SW 10th STREET, DELRAY BEACH, FL 33444  
(Address)

to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

**ITBC NO.: 2026-014**  
**Brant Bridge Connector**  
**CITY PROJECT NO.: 20-015**  
**FDOT LAP Project No. 441586-1-58-01**

To: Purchasing and Contract Administration Division  
City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, Florida 33444

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and deliver to the CITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Documents within fifteen (15) days after the date of OWNER'S Notice of Intent to Award. If Bidder fails to sign the Agreement and deliver the Agreement to the CITY accompanied by the required security, insurance certificates and other documents within the time specified, the CITY has the authority to rescind the bid award and retain the bid security which shall be forfeited as liquidated damages.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Contract Documents and of the following addenda:

| <u>Number</u> | <u>Date</u> | <u>Number</u> | <u>Date</u> |
|---------------|-------------|---------------|-------------|
| _____         | _____       | _____         | _____       |
| _____         | _____       | _____         | _____       |
| _____         | _____       | _____         | _____       |

Attached Bid Security in the amount of five percent (5%) of the Bidders maximum bid price

Acknowledgement of all addendums

receipt of all of which is hereby acknowledged and also copies of the Advertisement for Bids and the Instructions to Bidders;

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**
  
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

[remainder of page intentionally left blank]

**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

**M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING**

Firm Name

Signature

**KENNETH GOLDBERG, PRESIDENT**

Name and Title

**02/11/2026**

Date

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 286.101(3)

Vendor Name: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

Vendor FEIN: 61-1595442

Vendor's Authorized Representative Name and Title: KENNETH GOLDBERG, PRESIDENT

Address: 1180 SW 10th ST

City: DELRAY BEACH State: FL Zip: 33444

Phone Number: 561-588-0949

Email Address: PUBLICWORKS@ALLCOUNTYPAVING.COM

Any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services. As the officer or representative of the company, I certify that the Proposer and its affiliates:

1. does NOT have any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more; and

2. has Not had prior interest of, any contract with, or any grant or gift received from a foreign country of concern within the past 5 years.

OR

3. Has provided disclosure to the City including the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder; and

4. Has provided a copy of such disclosure to the Department of Financial Services within one year before proposing any grant or contract.

Under penalty of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature:   
(Authorized Signature)

Print Name and Title KENNETH GOLDBERG, PRESIDENT

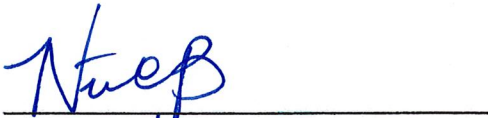
Date: 02/11/2026



WITNESS: If Sole Ownership or Partnership, two (2) Witnesses required. If Corporation, Secretary Only will attest and affix seal.

WITNESSES:

  
Print Name: MAUREEN NORTON

  
Print Name: Nicole Backas

**PRINCIPAL**

M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

(firm name)

By:   
(Signature of Authorized Officer)

(affix Seal)

Print Name: KENNETH GOLDBERG

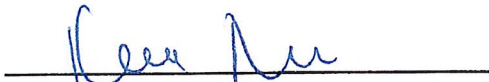
Title: PRESIDENT / SECRETARY

Business Address: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

1180 SW 10th ST

DELRAY BEACH, FL 33444

WITNESSES:

  
Print Name: Kailee Rosenhaus

  
Print Name: Taylor Rosenhaus

**SURETY**

THE GRAY CASUALTY & SURETY COMPANY

(firm name)

By:   
(Signature of Authorized Officer)

(affix Seal)

Print Name: Kevin Wojtowicz

Title: Attorney-in-Fact

Business Address: P.O. Box 6202, Metairie, LA 70009

Name of Local Insurance Agency Acrisure

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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** n/a

**Principal:** M & M Asphalt Maintenance, Inc. DBA All County Paving

**Project:** ITBC No. 2026-014 Brant Bridge Connector City Project No. 20-015 FDOT LAP Project No. 441586-1-58-01

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: **Fabian Perez, Kevin Wojtowicz, Jessica Reno, Sabra Gambino, Edwin T. Collins, IV, Devin Phillips, and Christian Collins 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 26<sup>th</sup> 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<sup>th</sup> 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 4<sup>th</sup> 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 11<sup>th</sup> day of February, 2026.

*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 11<sup>th</sup> day of February, 2026.

*Leigh Anne Henican*



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

  X   To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

       The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

**M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING**

Firm Name



Signature

**KENNETH GOLDBERG, PRESIDENT**

Name and Title (Print or Type)

**02/11/2026**

Date

[remainder of page intentionally left blank]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PROGRAM MANAGEMENT  
09/20

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on \_\_\_\_\_  
(Letting Date)

|  |
|--|
| Fill in your FDOT Vendor Number<br>VF _____<br>(Only applicable to FDOT pre-qualified contractors) |
|--|

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ \_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title

### STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

| 1   | 2                                      | 3                             | 4  | 5                                       |                     | 6 |
|---|--|-------------------------------|--|---|---------------------|---|
| PROJECTS<br>OWNER, LOCATION AND DESCRIPTION   | CONTRACT (OR<br>SUBCONTRACT)<br>AMOUNT | AMOUNT<br>SUBLET<br>TO OTHERS | BALANCE OF<br>CONTRACT<br>AMOUNT   | UNCOMPLETED AMOUNT TO BE DONE<br>BY YOU |                     |   |
|   |  |                               |  | AS PRIME<br>CONTRACTOR                  | AS<br>SUBCONTRACTOR |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
|   |  |                               |  |   |                     |   |
| NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total. |  |                               | TOTALS   | \$0.00                                  | \$0.00              |   |
|   |  |                               | TOTAL UNCOMPLETED WORK ON<br>HAND TO BE DONE BY YOU<br>(TOTAL COLUMNS 5 AND 6) | \$0.00                                  |                     |   |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If *no*, then please complete section 4  
 below for "Prime"

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance  | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award  | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>Year: _____ Quarter: _____<br>Date of last report: _____<br>(mm/dd/yyyy) |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, <i>if known</i> :<br>_____<br>_____<br>_____<br>Congressional District, <i>if known</i> : 4c _____  | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____<br>_____<br>_____<br>Congressional District, <i>if known</i> : _____ |   |
| <b>6. Federal Department/Agency:</b><br>_____<br>_____   | <b>7. Federal Program Name/Description:</b><br>_____<br>_____<br>CFDA Number, <i>if applicable</i> : _____  |   |
| <b>8. Federal Action Number, if known:</b><br>_____  | <b>9. Award Amount, if known:</b><br>\$ _____   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i><br>_____<br>_____<br>_____   | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i><br>_____<br>_____<br>_____    |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date (mm/dd/yyyy): _____  |   |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**END OF SECTION 2**

### CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this ITBC, which provides as follows:

- (a) **Cone of silence** means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, CONSULTANT, lobbyist, or any actual or potential subcontractor or CONSULTANT of the person.
- (c) Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the cone of silence. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including prebid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Contractor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



\_\_\_\_\_  
Bidders Signature

**KENNETH GOLDBERG**

\_\_\_\_\_  
(Print or type)

[remainder of page intentionally left blank]



**Palm Beach County: U-21491**  
**Broward County: 13-3A-17799-R**  
**Collier County: LCC20110001485**  
**Martin County: MCP5910**  
**General Contractor: CGC1509532**

EQUIPMENT RATES FOR ACP

| Equipment Name            | Category              |
|---------------------------|-----------------------|
| Blower - Backpack         | Small Tools           |
| Blower - Walkbehind       | Small Tools           |
| Broom - 3 Wheel           | Broom                 |
| Broom - Power Sweeper     | Broom                 |
| Broom Tractor             | Broom                 |
| Buffalo Turbine BT-CKB4   | Misc. Equipment       |
| Bulldozer - Large         | Bulldozer             |
| Bulldozer - Medium        | Bulldozer             |
| Bulldozer - Small         | Bulldozer             |
| Chainsaw                  | Small Tools           |
| Curb Machine              | Concrete Curb Machine |
| Distributor Truck         | Distributor Truck     |
| Excavator - Small         | Excavator             |
| Forklift                  | Misc. Equipment       |
| Golf Cart                 | Misc. Equipment       |
| Grader - Large            | Grader                |
| Grader - Rental           | Rental Equipment      |
| Light Tower               | Misc. Equipment       |
| Lightboard                | Misc. Equipment       |
| Loader - Combo            | Loader                |
| Loader - Large            | Loader                |
| Loader - Medium           | Loader                |
| Loader - Rental           | Rental Equipment      |
| Loader - Small            | Loader                |
| Low Boy Tractor           | Low Boy               |
| Low Boy Trailer           | Low Boy               |
| Mack CV713                | Tri Axle Dump Truck   |
| Mack GU713 Dump Truck     | Tri Axle Dump Truck   |
| Mack RD688S               | Tri Axle Dump Truck   |
| Milling Machine - Wirtgen | Milling Machine       |

M&M Asphalt Maintenance Inc., d/b/a All County Paving  
 Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10<sup>th</sup> Street, Delray Beach, FL 33444  
 Office 407-610-8069 | Fax 407-380-2001 | 6648 Old Cheney Highway Unit D, Orlando, FL 32807

[info@allcountypaving.com](mailto:info@allcountypaving.com)

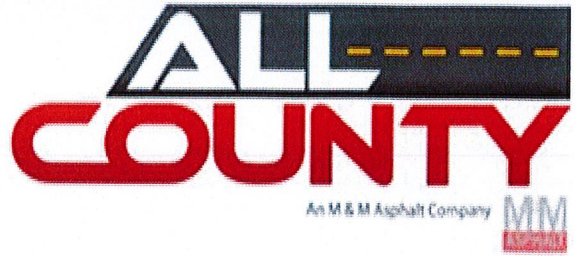
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**FDOT CERTIFIED CONTRACTORS**



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.



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|                                   |                  |
|-----------------------------------|------------------|
| Paver - Large 190 Paver           | Paver            |
| Paver - Medium 170 Paver          | Paver            |
| Paver - Rental                    | Rental Equipment |
| Paver - Sidewalk                  | Paver            |
| Paver - Weiler                    | Paver            |
| Plate Compactor - Large           | Small Tools      |
| Plate Compactor - Small           | Small Tools      |
| Plate Tamper - Rental             | Rental Equipment |
| Pressure Washer                   | Misc. Equipment  |
| Reclaimer                         | Reclaimer        |
| Roller - 2 Ton Steel              | Roller           |
| Roller - 3-5 Ton Steel            | Roller           |
| Roller - 8-12 Ton Steel           | Roller           |
| Roller - 9 Wheel Rubber Tire      | Roller           |
| Roller - Rental                   | Rental Equipment |
| Roller - Rock                     | Roller           |
| Roller- 1 Ton Wacker Neuson RD12  | Roller           |
| Sandblaster                       | Misc. Equipment  |
| Saw - Handheld                    | Small Tools      |
| Saw - Walkbehind                  | Small Tools      |
| Sealcoat Service Truck            | Service Vehicle  |
| Service Truck - Milling           | Service Vehicle  |
| Service Truck - Paving            | Service Vehicle  |
| Service Truck - Rock              | Service Vehicle  |
| Service Van - Personnel Transport | Service Vehicle  |
| Single Axle Dump Truck            | Truck            |
| Skidsteer - Rental                | Rental Equipment |
| Skidsteer Attachment - Misc.      | Attachment       |
| Skidsteer Bucket Attachment       | Attachment       |
| Skidsteer Fork Attachment         | Attachment       |
| Skidsteer Grapple Attachment      | Attachment       |
| Skidsteer Mill Head Attachment    | Attachment       |

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|  |                 |
|--|-----------------|
| Skidsteer Pnumatic Impact Breaker        | Attachment      |
| Skidsteer Sweeper Box Broom Attachment   | Attachment      |
| Skidsteer Tracked                        | Skid Steer      |
| Skidsteer Wheel                          | Skid Steer      |
| Squeegee Machine                         | Misc. Equipment |
| Storage Container                        | Misc. Equipment |
| Trailer - 1500 Gal. Sealcoat             | Trailer         |
| Trailer - 1500 Gal. Sealcoat W/ Spraybar | Trailer         |
| Trailer - Misc.                          | Trailer         |
| Trailer - Patching                       | Trailer         |
| Trailer - Tack 750 Gal.                  | Trailer         |
| Trencher - Vermeer RTX100                | Small Tools     |
| Truck - HD Pickup                        | Truck           |
| Truck - LD Pickup                        | Truck           |
| Truck - Misc. Service Pickup             | Service Vehicle |
| Water Truck                              | Water Truck     |

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**FDOT CERTIFIED CONTRACTORS**



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.



Company ID Number: 652026

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and M&M Asphalt Maintenance, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:** 652026

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 652026

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 652026

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 652026

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 652026

- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 652026

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 652026

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 652026

**Approved by:**

|   |                           |
|---|---------------------------|
| <b>Employer</b><br>M&M Asphalt Maintenance, Inc.                  |                           |
| <b>Name (Please Type or Print)</b><br>Andrew Boggiano             | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>03/14/2013 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>03/14/2013 |



Company ID Number: 652026

### Information Required for the E-Verify Program

Information relating to your Company:

|  |   |
|--|---|
| <b>Company Name</b>  | M&M Asphalt Maintenance, Inc.                 |
| <b>Company Facility Address</b>                            | 1180 SW 10TH STREET<br>DELRAY BEACH, FL 33444 |
| <b>Company Alternate Address</b>                           |   |
| <b>County or Parish</b>                                    | PALM BEACH                                    |
| <b>Employer Identification Number</b>                      | 611595442                                     |
| <b>North American Industry Classification Systems Code</b> | 238   |
| <b>Parent Company</b>                                      |   |
| <b>Number of Employees</b>                                 | 100 to 499                                    |
| <b>Number of Sites Verified for</b>                        | 1 site(s)                                     |



Company ID Number: 652026

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 652026

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Amv DeMar  
Phone Number 56158809493392  
Fax 5615882140  
Email ccarreras@allcountypaving.com

Name Andrew Boqiano  
Phone Number 5615880949  
Fax 5615882140  
Email aboqiano@allcountypaving.com

Name Claudia Carreras  
Phone Number 5618193392  
Fax 5615882140  
Email ccarreras@allcountypaving.com



Company ID Number: 652026

This list represents the first 20 Program Administrators listed for this company.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

By: KENNETH GOLDBERG Date: 02/11/2026

Authorized Signature: \_\_\_\_\_

Title: PRESIDENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If no, then please complete section 4  
 below for "Prime"

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance  | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award  | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>Year: _____ Quarter: _____<br>Date of last report: _____<br>(mm/dd/yyyy) |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br>_____<br>_____<br>_____<br>Congressional District, if known: 4c _____  |   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____<br>_____<br>_____<br>Congressional District, if known: _____                       |
| <b>6. Federal Department/Agency:</b><br>_____<br>_____   | <b>7. Federal Program Name/Description:</b><br>_____<br>_____<br>CFDA Number, if applicable: _____  |   |
| <b>8. Federal Action Number, if known:</b><br>_____  | <b>9. Award Amount, if known:</b><br>\$ _____   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI):<br>_____<br>_____<br>_____  | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI):<br>_____<br>_____<br>_____  |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: <br>Print Name: KENNETH GOLDBERG<br>Title: PRESIDENT<br>Telephone No.: 561-588-0949      Date (mm/dd/yyyy): 02/11/2026 |   |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 14, 2025

M&M ASPHALT MAINTENANCE INC  
1180 SW 10TH STREET  
DELRAY BEACH, FLORIDA 33444

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, Curb & Gutter

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII

*Improve Safety, Enhance Mobility, Inspire Innovation*

[www.fdot.gov](http://www.fdot.gov)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PROGRAM MANAGEMENT  
09/20

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on FEBRUARY 11, 2026  
(Letting Date)

Fill in your FDOT Vendor Number  
VF 6 1 1 5 9 5 4 4 2 0 0 2  
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

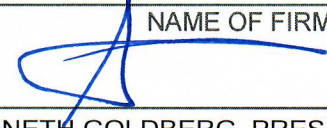
The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) \$ \$8,029,898.75

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 11th day  
of FEBRUARY, 20 26

M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING  
NAME OF FIRM  
By:   
KENNETH GOLDBERG, PRESIDENT  
Title



CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. 287.138

Vendor Name: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING  
Vendor FEIN: 61-1595442  
Vendor's Authorized Representative Name and Title: KENNETH GOLDBERG, PRESIDENT  
Address: 1180 SW 10th ST  
City: DELRAY BEACH State: FL Zip: 33444  
Phone Number: 561-588-0949  
Email Address: PUBLICWORKS@ALLCOUNTYPAVING.COM

Florida Statute §287.138 requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify under penalty of perjury that the company identified above:

1. is not owned by the government of a foreign country of concern;
2. the government of a foreign country of concern does not have a controlling interest in the company; and
3. The company is not organized under the laws of and does not have its principal place of business in a foreign country of concern.

Signature:   
(Authorized Signature)

Print Name and Title KENNETH GOLDBERG, PRESIDENT

Date: 02/11/2026

INFORMATION REQUIRED OF BIDDER

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

- (1) CONTRACTOR'S name and address:  
M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING  
1180 SW 10th STREET, DELRAY BEACH, FL 33444  
\_\_\_\_\_  
\_\_\_\_\_
  
- (2) CONTRACTOR'S telephone number: 561-588-0949
  
- (3) Number of years as a CONTRACTOR in this type of work: 17
  
- (4) Names and titles of all officers of CONTRACTOR'S firm:  
KENNETH GOLDBERG, PRESIDENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:  
THE GRAY CASUALTY & SURETY COMPANY  
PO BOX 6202, METAIRIE, LA 70009  
KAILEE ROSENHAUS - 561-4548202  
\_\_\_\_\_
  
- (6) Principal Materials Manufactures and Subcontractors. This proposal is being submitted by the hereinafter stated CONTRACTOR who proposes to perform work specified and shown on the Drawings. The Bid Proposal shown on the preceding page(s) has been calculated and tabulated using basic material prices. The following is a list of material manufactures and subcontractors whose materials and services said CONTRACTOR propose to furnish and utilize if the awarded a CONTRACT for the work specified herein and shown on the Plans. It is understood that the following list is not complete but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the CONTRACTOR will furnish the materials of the manufactures and utilize the services of the subcontractors stated herein and that if for any reason whatsoever CONTRACTOR wishes to substitute materials or subcontractors he shall request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All of said manufactures or their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their materials will meet all of the requirements stated therein and that deliveries will be scheduled so as not to impede the progress of the work.

Materials

**TO BE DETERMINED**

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Manufacturer

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Subcontractors

Name

**TCLM**

**UEG**

**LINE DESIGN SOLUTIONS**

**AG LAND**

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Duties

**WATER & SEWER - \$431,586.00**

**ELECTRICAL - \$93,070.00**

**STRIPING & SIGNAGE - \$45,932.00**

**SODDING - \$22,863.00**

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Signature of Bidder

By: 

Print Name: **KENNETH GOLDBERG**



AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Vendor Name: M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING  
Vendor FEIN: 61-1595442  
Vendor's  
Authorized  
Representative  
Name and Title: KENNETH GOLDBERG, PRESIDENT  
Address: 1180 SW 10th ST  
City: DELRAY BEACH State: FL Zip: 33444  
Phone Number: 561-588-0949  
Email Address: PUBLICWORKS@ALLCOUNTYPAVING.COM

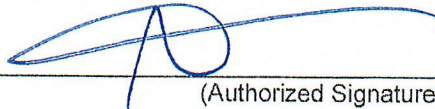
Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the at the facts stated in it are true.

Signature: \_\_\_\_\_

  
(Authorized Signature)

Print Name  
and Title:

KENNETH GOLDBERG, PRESIDENT

Date:

02/11/2026



**CITY OF DELRAY BEACH**

**Affidavit Pursuant to Fla. Stat. Section 287.134**

Vendor Name: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

Vendor FEIN: 61-1595442

Vendor's  
Authorized  
Representative  
Name and Title: KENNETH GOLDBERG, PRESIDENT

Address: 1180 SW 10th ST

City: DELRAY BEACH State: FL Zip: 33444

Phone Number: 561-588-0949

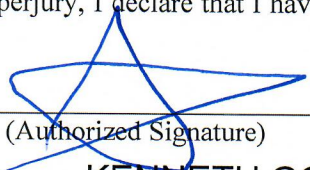
Email Address: PUBLICWORKS@ALLCOUNTYPAVING.COM

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

As the officer or representative of the company, I certify that the company identified above:

1. is not on the discriminatory vendor list as provided by Florida Statute §287.134

Under penalty of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature:  \_\_\_\_\_  
(Authorized Signature)

Print Name and Title KENNETH GOLDBERG, PRESIDENT

Date: 02/11/2026

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposal on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

**M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING**

Firm Name

Signature

**KENNETH GOLDBERG, PRESIDENT**

Name and Title (Print or Type)

**02/11/2026**

Date

[remainder of page intentionally left blank]

**NOTIFICATION OF PUBLIC RECORDS LAW**  
**Pertaining to Public Contracts and Requests for Contractor Records**  
**Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM

Acknowledged:

**M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING**

Firm Name

Signature

**KENNETH GOLDBERG**

Name and Title (Print or Type)

**02/11/2026**

Date

[remainder of page intentionally left blank]

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business in the State of Florida as a Contractor?

17

2. What is the last project of this nature that you have completed?

PALM BEACH COUNTY - LAKE IDA RD & HAGEN RANCH INTERSECTION IMPROVEMENTS

3. Have you ever failed to complete work awarded to you: If so where and why?

NO

4. Name three individuals or corporations for which you have performed work and to which you refer?

THE REDLANDS CO - STEVEN PFOH - 786-519-8252  
H&J CONTRACTING - HOWELL V LONG III - 561-371-1135  
RYAN COMPANIES - PAUL KNIGHT - 561-719-2164

5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information of all co-venturers).

| <u>NAME OF PROJECT</u>                                | <u>OWNER</u>          | <u>TOTAL CONTRACT VALUE</u> | <u>CONTRACTED DATE/OF COMPLETION</u> | <u>%OF COMPLETION TO DATE</u> |
|---|-----------------------|-----------------------------|--------------------------------------|-------------------------------|
| N SWINTON AVE ROADWAY & UTILITY IMPROVEMENTS          | CITY OF DELRAY BEACH  | \$8,272,797.51              | DECEMBER 2026                        | 50%                           |
| OLD GERMANTOWN ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS | CITY OF DELRAY BEACH  | \$5,990,000.00              | MAY 2027                             | 50%                           |
| SW KESTOR DR SIDEWALK CONSTRUCTION                    | CITY OF PORT ST LUCIE | \$1,797,000.00              | APRIL 2026                           | 60%                           |

(Continue list on insert sheet, if needed)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

YES

7. Will you sublet any part of this work? If so, give details.

SEE ATTACHED

8. What equipment do you own that is available for the work?  
(Attach additional sheets as necessary)

SEE ATTACHED

9. What equipment will you purchase for the proposed work?

N/A

10. What equipment will you rent for the proposed work?

N/A

State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the business under the trade name. It is absolutely necessary that this information be furnished).

M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING

Correct Name of Bidder

a) The business is a (Sole Proprietorship) (Partnership) (Corporation)

b) The address of principal place of business is 1180 SW 10th ST  
DELRAY BEACH, FL 33444

c) The names of the corporate officers or partners, or individuals doing business under a trade name, is as follows:

Signature of Bidder

By: 

Print Name: KENNETH GOLDBERG

Business Address: 1180 SW 10th ST  
DELRAY BEACH, FL 33444

Incorporated under the laws of the State of FLORIDA.

END OF SECTION 2

4. Bidder agrees that the Work will be substantially completed within **three hundred and thirty-five (335)** calendar days from the date of the issuance of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions within **thirty (30) calendar days** from the date of Substantial Completion.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

5. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond, in the amount of **five percent (5%)** of total Bid Price, meeting the requirements of the Contract Documents for \$ \_\_\_\_\_ payable to the City of Delray Beach which is to be forfeited if, in the event that this Proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

6. Communications concerning this Bid shall be addressed to the Bidder as indicated below.

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on FEBRUARY 11, 2026  
(date)

If a Corporation

Signature of Bidder   
By: \_\_\_\_\_

Corporate Seal

Print Name: KENNETH GOLDBERG

Address of Bidder: 1180 SW 10th STREET  
DELRAY BEACH, FL 33444  
\_\_\_\_\_

Incorporated under the laws of the State of FLORIDA

If an Individual, Partnership, or Non-Incorporated Organization

Signature of Bidder

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certificate of Competency number \_\_\_\_\_

The names of the corporate officers, or partners, or individuals doing business under trade name, is as follows:

Signature of Bidder  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_.

CERTIFICATE  
(If a Corporation)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS

I HEREBY CERTIFY that a meeting of the Board of Directors of M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING,  
a Corporation under the laws of the State of FLORIDA held on APRIL 21, 2009 the  
following resolution was duly passed and adopted:

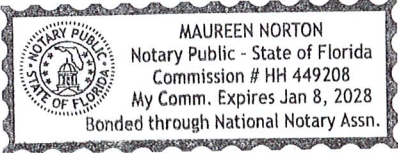
"RESOLVED, that KENNETH GOLDBERG, as PRESIDENT of the  
Corporation, be and he is hereby authorized to execute the Proposal dated  
APRIL 21, 2009, between the City of Delray Beach, Florida and this Corporation,  
and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal  
affixed, shall be the official act and deed of this Corporation".

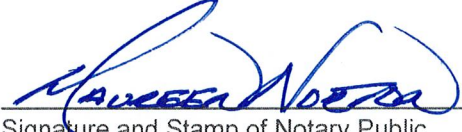
I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of FEBRUARY, 2026.

By:   
Print Name: KENNETH GOLDBERG  
Title: PRESIDENT

Subscribed and sworn to before me this 11th day of FEBRUARY, 2026.



  
Signature and Stamp of Notary Public

My Commission Expires: 01/08/2028



## **REFERENCES**

1. Owner's Name: Town of Lantana

Name: Eddie Crockett

Title: Public Services Director

Phone Number: 561-540-5753

Email Address: [ecrockett@lantana.org](mailto:ecrockett@lantana.org)

Project Information: Town of Lantana Street Resurfacing 2023

Address: Various locations townwide.

Brief Description: Pavement Rehabilitation, Traffic Calming.

Start Date: 03/14/2023 End Date: 04/07/2023.

No Change Orders. Completed within budget.

2. Owner's Name: City of Boynton Beach

Name: Carl Frumentti

Title: Project Manager II

Phone Number: 561-742-6238

Email Address: [frumentic@bbfl.us](mailto:frumentic@bbfl.us)

Project Information: Task 189 Cherry Hill Resurfacing

Address: Various Streets

Brief Description: Pavement Resurfacing, Pavement Analysis Testing, Thermoplastic Pavement Markings, Swale Grading, and Clearing & Grubbing.

Start Date: 12/19/2023 End Date: Current

No Change Orders.

3. Owner's Name: Town of Palm Beach

Name: Michael Roach

Title: Project Engineer

Phone Number: 561-838-5440

Email Address: [mroach@townofpalmbeach.com](mailto:mroach@townofpalmbeach.com)

Project Information: Town of Palm Beach Resurfacing 2020

Address: Various locations townwide.

Brief Description: Pavement Resurfacing, Pavement Markings.

Start Date: 04/30/2020-End Date: 04/14/2021.

No Change Orders. Completed within budget.

4. Owner's Name: City of Coral Springs

Name: Justin Ellis

Title: Administrator -Parks & Recreation

Phone Number: 954-344-1839

Email Address: [jellis@coralsprings.org](mailto:jellis@coralsprings.org)

Project information: Cypress Park-Walk Path

Address: 1301 Coral Springs Drive, Coral Springs, FL 33071

Brief Description: Paving, Milling and Concrete Repairs

Start Date: 01/03/2022-End Date: 03/21/2022.

No Change Orders. Completed within budget.

5. Owner's Name: City of Miramar

Name: Marilyn Markwei  
Title: Public Works Street and Drainage Engineer.  
Phone Number: 954-883-6806  
Email: [mmmarkwei@miramarfl.gov](mailto:mmmarkwei@miramarfl.gov)  
Project information: City of Miramar Resurfacing 2020  
Address: Various locations citywide.  
Brief Description: Paving, Milling, Pavement Markings  
Start Date: 02/20/2020-End Date:10/23/2020.  
No change Orders. Completed within budget.

6. Owner's Name: City of Delray Beach

Name: Michael Karali  
Title: Streets/Traffic Superintendent  
Phone Number: 561-243-7322  
Email: [karalim@mydelraybeach.com](mailto:karalim@mydelraybeach.com)  
Project Information: City of Delray Beach Annual Resurfacing  
Address: Various streets citywide  
Brief Description: Paving, Milling Pavement markings between Lowson Blvd & Dover Rd  
Start Date: 07/30/2020 -End Date: 10/19/2020  
No change orders. Completed within budget.

# RUDOLPH POLSELLI

561-373-2995 ■■■ rpolselljr@yahoo.com

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## SENIOR MANAGEMENT EXECUTIVE

### Heavy Highway / Civil Construction & Construction Management

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*"I literally grew up in the business and understand the complexity and depth of every role – more importantly, I know what it takes to be successful in this industry"*

- ➔ **Third-generation construction executive with deep love of the heavy construction business** and extensive, hands-on experience and deep industry knowledge spanning 30-plus years.
- ➔ **Highly innovative and well versed** in construction practices and experienced with DOT, municipal, civic and public construction projects up to \$450M; managed teams of 1200+ employees: Alt.bidding process & Hard Bid
- ➔ **Unmatched ability to anticipate** industry trends, recognize potential risks and proactively implement changes.
- ➔ **Repeatedly recognized** for excellence in work performance—entrusted with key business and profit growth initiatives. Has completed 2 successful Corporate **"Turn Around's"**
- ➔ **Proven to be pivotal contributor** and critical employee in fast-paced, high-pressure business situations. Held management roles with ENR 100's, **Tutor Perini** and **Primoris Services**

#### Management & Leadership Expertise

Strategic Planning | Construction Management | Major DOT, Civil & Public Construction Projects  
Contract Administration | Project & Cost Estimating | Project Management | Team Leadership | Cost Containment  
Construction Operations | Multi-Site Operations | P&L Management | Construction Codes | Union & Labor Relations  
Safety Regulations | Policies & Procedures | Process & Efficiency Improvement | Capital & Operation Budgets  
Labor Efficiency | Contract Negotiations | Vendor Management | Quality Assurance | Design Build/ P3

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## EXTENSIVE INDUSTRY EXPERIENCE & EXPERTISE

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### Heavy Civil Division Manager

*M&M Asphalt All County Paving –Delray Beach FL*

**Aug 2023- Current**

Managing All Operations and P & L Responsibility for the Heavy Civil Division

- Day to Day Management of all aspects of Construction
- Including Estimating, Project Management, Contract administration, Construction, and Accounting
- Recognizing issues such as Claims and working with the Project team to submit such Claims
- Working with project teams on work plans, scheduling along with Operational Improvements
- Working with the Bonding Company and Customers to build a better relationship

### Operations Manager

*Heavy Civil Inc –Pompano Beach FL*

**Aug 2018-Jan 2023**

Managing Operational Improvements

- Overseeing all areas of operations
- Including Estimating, Project Management, Contract administration and Construction
- Recognizing issues such as Claims and working with the Project team to submit such Claims
- Working with project teams on work plans and finding the most efficient way to build the project
- Manage day to day operations of the company
- Working with the Bonding Company and Customers to build a better relationship
- Completed 8 FDOT jobs and 3 LAP projects to date in District 1,4,&5

**Director of Operational Improvements/ Area Operations Manager****Oct 2016-August 2018***Zachry Construction Corp – San Antonio, TX / Charlotte, NC*

## Managing Operational Improvements

- Overseeing all areas of operations in the Heavy Civil Unit in NC/SC
- Including Estimating, Project Management, Contract administration and Construction
- Recognizing issues such as Claims and working with the Project team to submit such Claims
- Working with project teams on work plans and finding the most efficient way to build the project
- Sit on the Executive Team corporately to decide what projects to bid, productivity and methods and Margins
- Worked on both Hard Bid and Alt. Delivery projects in Texas, NC, SC.
- Helped mentor and teach younger managers on Estimating and Project Management and overall Efficiency

**VICE PRESIDENT of TEXAS OPERATIONS****Oct 2015-Oct2016***James Construction Group/ Primoris Services (a public co.) – Houston, TX*

## Responsible for Managing all Divisional Operations in Texas

- Complete P&L responsibility of a \$ 300mill / Yr. Heavy Civil Program with 5 Division and a \$ 1Bill Backlog
- Managed 5 Divisions including 4 Heavy Civil Units a Quarry, an Asphalt Plant and 4 Concrete Plants
- Turned a profit in 4 Divisions in 2016 that previously lost money in 2015
- Managed over 1200 employees on 20 Projects Ranging from \$ 5 Mill to \$450 Mill
- Brought in top level talent from around the country to execute and manage the work properly including Estimating
- Handled all top level meetings and had the final say with owners & governmental agencies
- Negotiated all JV agreements and had final say on Design Build Submittal Packages

**VICE PRESIDENT / DIVISION MANAGER****2015-2015***Texas Sterling Construction Co (a public co.) – Houston, TX*

## Responsible for managing all Divisional Operations

- Complete P&L responsibility of a \$ 200mill / Yr. Business Unit
- Implemented new policy's and procedures in all area's including safety & estimating
- Turned a profit for the first time in 22 quarters with in the first 5 months
- Managed over 500 employees on 30 active jobs
- Brought in top level talent from around the country to manage work properly
- Handled all top level meetings and had the final say with owners & Texdot.
- Signed and negotiated all contracts and worked closely with the bonding company

## **SR PROJECT MANAGER**

2014- 2015

*Tutor Perini Civil East (a public co.) – Jessup, MD*

Responsible for managing large heavy highway projects in the \$ 150 Mill + Range

- Manage the day to day construction and fiscal operations of a large project
- Manage and keeping current all costs, forecasts, projections and budgets
- Train and mentor numerous young engineers
- Coordinating liaison between contractor and the owner as far as change orders, schedules and target dates
- Attend weekly progress meetings with both the owner and sub-contractors
- Manage numerous Civil and Structural crews and all subcontractors.
- Develop budgets and cash flow analysis for project along with monthly updates.

## **SR DESIGN BUILD CONSTRUCTION MANAGER**

2013 to 2014

*Corman Construction Company – Annapolis Junction, MD*

Responsible for managing large design build projects in the Mid-Atlantic Region from RFQ until construction; then managing the final design and construction field teams.

- Analyze all aspects of design build job to make an accurate risk assessment of the project prior to RFQ and present findings to ownership.
- High level involvement in preparing technical portion of bid and identifying best means to build the project.
- Assist proposal writers in preparing RFQ and RFP.
- Coordinating liaison between design team and estimating team to prepare the best possible bid.
- Attend proprietary meetings and question and answer sessions with owners.
- After bid award, managed the design team and led plan and constructability reviews meetings.
- Employed the proper field team to construct project and identified all equipment and manpower needs including sub-contractors and suppliers to complete project.
- Develop budgets and cash flow analysis for project along with monthly updates.

## **PRESIDENT**

2000 to 2012

*Barrier Wall of South Florida, Inc. HHWY Const.– Palm Beach Gardens, FL*

Created and brought strategic vision and operation plan to fruition, building new, heavy highway Construction Company from the ground up. Garnered contracts with DOT and other major government contractors throughout state of Florida. Recruited, trained and managed entire staff of 100+ employees.

- Maximized existing relationships and strategically targeted government contractors to rapidly secure lucrative concrete, underground, and highway construction contracts.
- Propelled sales to \$10 Million by year 3
- Pioneered innovative processes, work systems and internal operations to drive continuous process improvement and maintain high quality of production and customer service.

## **VP OF OPERATIONS / DIVISION MANAGER 1994 to 2000**

*Florida Curbing Inc. (Division of Wicklund Holdings) HHWY Const.– Ft. Lauderdale, FL*

Recruited to streamline and merge two corporate acquisitions into one cohesive construction company. Established solid operating, financial and reporting infrastructure; and developed standard procedures, policies and systems. Recruited and built world-class team of 200 employees.

- Managed effective operations and daily management of highway Construction Company, including large underground utilities and road building divisions.

- ❑ Positioned company for dramatic growth and increased profitability/bottom-line performance by expanding and strengthening customer base and enhancing internal productivity and efficiency.
- ❑ Prepared all corporate forecasts and project budgets, assisted with annual 10Ks and Qs and handled all bonding and insurance requirements.
- ❑ Guided efficiency improvement initiatives throughout company in areas of policies and procedures, field productions, vendor payments and project planning.

**SENIOR PROJECT MANAGER | ESTIMATOR****1992 to 1994***Community Asphalt (division of OHL Group) – Miami, FL*

Estimated and managed major DOT projects up to \$50M, handled up to 5 to 10 projects at a time. Prepared estimates, contracts, documents, correspondence, budgets and reports. Worked with engineers and negotiated optimal terms with subcontractors and vendors.

- ❑ Coordinated engineering and construction project schedules to ensure completion within estimated timeframe and funding parameters.
- ❑ Handled material purchases, prepared subcontractor agreements, and verified accuracy of change orders and agenda items.
- ❑ Developed cost estimates and risk assessments; tracked labor, equipment, materials and overhead costs for successfully awarded contracts.

**DIRECTOR OF GRADING OPERATIONS | PROJECT MANAGER | ESTIMATOR****1988 to 1992***Pavex Corporation (division of The Vecellio Group) – Pompano Beach, FL*

Recruited to estimate and manage numerous DOT, municipal, public, and airport projects ranging from \$1M to \$20M in value. Quickly promoted and eventually directed all grading projects, up to 15 at a time. Interfaced with estimating department on project bids, plans and budgets. Supervised 100+ employees including project managers, superintendents and general superintendent. Reported directly to president.

- ❑ Estimated more than 100 DOT projects and managed full project scope including plans, specifications, change orders, contracts, progress schedules, labor, materials, and equipment.
- ❑ Worked on largest, single project for the company valued at \$15M and secured large bonus by implementing maximum efficiency and cost control strategies.

**ESTIMATOR | GENERAL SUPERINTENDANT****1984 to 1988***RTP Inc/ Polselli & Angelucci – Philadelphia, PA*

Advanced through increasingly responsible roles in company and subsequently promoted to project manager. Oversaw all aspects of major DOT projects throughout PA, NJ, DE and MD. Negotiated with labor unions, prime contractors, subcontractors and DOT.

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**EDUCATION**

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*Business with minor in Financial Management, Jacksonville University*

*Hold Florida Competency License's in 6 Counties*

SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135.

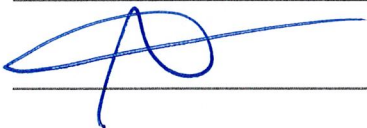
As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING FID or EIN No.: 61-1595442  
Address: 1180 SW 10th ST  
City: DELRAY BEACH State: FL Zip: 33444

I, KENNETH GOLDBERG, as a representative of M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING

certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Name: KENNETH GOLDBERG  
Title: PRESIDENT  
Date: 02/11/2026  
Signature: 

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**SECTION 6: SOLICITATION SUMMARY**



The City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, FL 33444

**PURCHASING AND CONTRACT ADMINISTRATION DIVISION**

**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

**BID INFORMATION**

Bid Number: ITBC No. 2026-014

Title: Brant Bridge Connector

City Project Number: 20-015

FDOT Project No.: 441586-1-58-01

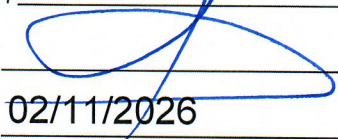
Due Date and Time: February 11, 2026 @ 2:00PM (LOCAL TIME)

Name of Bidder: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

Address: 1180 SW 10th ST, DELRAY BEACH, FL 33444

Contact Person: KENNETH GOLDBERG, PRESIDENT

Total Bid Amount: \$ 2,079,000.00

Authorized Signature: 

Date: 02/11/2026

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

**END OF SECTION 6**

# *State of Florida*

## *Department of State*

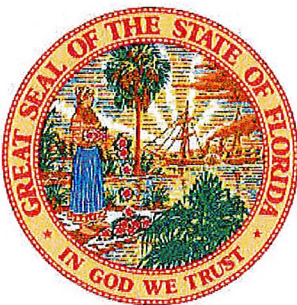
I certify from the records of this office that M & M ASPHALT MAINTENANCE INC. is a corporation organized under the laws of the State of Florida, filed on April 21, 2009, effective April 21, 2009.

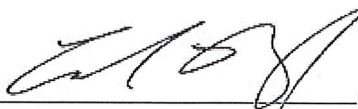
The document number of this corporation is P09000035507.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-seventh day of May,  
2025*



  
*Secretary of State*

Tracking Number: 8595294219CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

TRENCH SAFETY ACT  
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

| <u>Method of Compliance</u> | <u>Cost</u> |
|-----------------------------|-------------|
| Sloping                     | \$3.00 / LF |

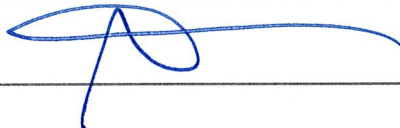
Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

Name: KENNETH GOLDBERG

Title: PRESIDENT

Date: 02/11/2026

Signature: 

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TRUTH-IN-NEGOTIATION CERTIFICATE

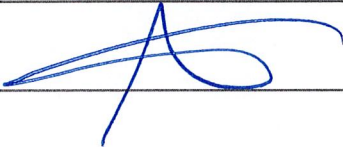
The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: KENNETH GOLDBERG

Title: PRESIDENT

Date: 02/11/2026

Signature:  \_\_\_\_\_

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