

MB/MW 7-0

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

R. 2023-1859

AGENDA ITEM SUMMARY

Meeting Date: December 19, 2023

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Amendment No. 12 to the Construction Manager (CM) at Risk Contract (Contract) with The Morganti Group, Inc. (MGI) for CM at Risk Services for Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$817,600 and 293 Calendar Days for Work Order MC 20: Building 846 Storm Resiliency at Palm Beach International Airport (PBI); and
- (B) A Budget Transfer of \$817,600 in the Airport's Improvement and Development Fund, which includes a transfer from Reserves in the amount of \$817,600.

Summary: The Department of Airports Administration and Communications Facility (Building 846) is home for essential personnel who remain on airport property during hurricanes and other emergency events. Previously, personnel were located in various areas throughout the PBI campus. A study was completed to assess and identify the most resilient areas and provide potential modifications to improve the performance of the facilities during storm events. Building 846, constructed in 2008, was determined to be one of the most resilient areas able to accommodate the number of staff, but with recommended improvements. This project will include renovations to restrooms and the breakroom along with mechanical and electrical improvements to support essential personnel. The Contract with MGI for CM at Risk Services for Airport Improvements for the Department was approved by the Board on January 15, 2019 (R-2019-0042). The Contract is for 2 years with 3 one (1) year renewal options and is a task/work order based contract for CM at Risk services. The MGI, is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. The Contract value to date is \$39,742,664.49. Approval of Amendment No. 12 in the amount of \$817,600 and 293 Calendar Days will enable MGI to complete Work Order MC 20: Building 846 Storm Resiliency at PBI. This project is partially funded with Florida Department of Transportation (FDOT) grant funds. On June 8, 2021 (R-2021-0746), the Board approved a Public Transportation Grant Agreement (PTGA) with the FDOT in the amount of \$500,000 or 50% of the eligible project costs, whichever is less for Storm Hardening Facility Improvements – Phase 2 at PBI. A Disadvantaged Business Enterprise (DBE) goal of 12% was established for this Contract. The DBE participation for this Work Order is 41.6%. DBE participation for this Contract to date is 17.7%. **Countywide (AH)**

Background and Justification: In an effort to provide enhanced facilities for essential personnel to "shelter in place" on airport property during emergencies and natural disasters, the County initiated a study to determine improvements that could be made to existing facilities in support of these efforts. Several of the recommendations were implemented in phases under a separate contract, which included adding storm shutters and mechanical improvements to Building 846. Subsequently, an FDOT grant was received. This project will implement recommendations to the interior of Building 846 as the most resilient area sufficient in size for essential personnel who remain on Airport property during hurricanes and other emergency events.

Attachments:

1. Amendment No. 12 to CM at Risk Contract with MGI (w/Contract History) – (3 originals)
2. DBE Goal Information
3. Budget Transfer

Recommended By: *Carl Laura Baker* *11/20/23*
 Department Director Date

Approved By: *W. Baker* *12/5/23*
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$817,600				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 817,600				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X
 Does this item include the use of state funds? Yes X No _____

Budget Account No: Fund 4111 Department 121 Unit A413-461 Object 6505
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this item will result in capital expenditures of \$817,600 with a transfer from Reserves in the amount of \$817,600. Grant reimbursement will be determined as invoices come in.


C. Departmental Fiscal Review:  11/17/23

III. REVIEW COMMENTS

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

 11/21/23
 OFMB GA 11/21

 11-21-23

 12/4/23
 Contract Dev. and Control
 12/24/23

B. Legal Sufficiency:

 12-5-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Advantage Document Numbers

BGRV:

BGEX: 121-111523*433

FUND 4111 Airport Improvement & Development Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET As of 11/15/23	EXPENDED/ ENCUMBERED	REMAINING BALANCE
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REVENUES/EXPENDITURES

121-A413-6505	Design/Eng/Mgmt - CIP Adm	727,228	223,879	817,600	0	1,041,479	223,877	817,602
121-A900-9909	Reserves Improvement Program	17,216,760	11,566,266	0	817,600	10,748,666	0	10,748,666

Total Receipts and Balances

217,226,377

221,673,725

817,600

221,673,725

STATE OF FLORIDA COUNTY OF PALM BEACH
I, JOSEPH A. GONZALEZ, Clerk of the Circuit Court & Comptroller of the County, certify this to be a true and correct copy of the original filed in my office on _____
dated at West Palm Beach, Florida, on _____
By: _____ Deputy Clerk
DEC 19 2023
DEC 20 2023

Signatures & Dates

Office of Financial Management & Budget

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

By Board of County Commissioners

At Meeting of:

Tuesday, December 19, 2023

Deputy Clerk to the

Board of County Commissioners

Attachment No. 2

DBE Goal Information

Attachment No. 2

Construction Management at Risk
 RFP #DOA 18-3
 Date: April 12, 2018
 Marketplace: BC, PBC, MDC
 DBE Project Goal: 12%
 Misc. Funding

Project Description	NAICS Title	NAICS Code	Estimated Percentage of Work	Available DBE	Total Available	Weighted Availability
Landscaping (Material Cost)	Turf Farming	111471	0.00%	0	0	0.00%
Construction Management			12.75%	239	816	3.73%
Drainage System (Labor Cost)	Drainage System Construction	237110	1.18%	20	138	0.17%
Subgrade Stabilization	Hwy, Street & Bridge Construction	237310	2.60%	52	126	1.07%
Miscellaneous Concrete (Material Cost)	Concrete pumping	238110	3.06%	11	226	0.15%
Structural Steel and Precast Concrete Contractors		238120	0.38%	16	51	0.12%
Masonry Contractors		238140	2.75%	6	216	0.08%
Roofing Contractors		238160	1.63%	29	369	0.13%
Electrical Work (Labor Cost)	Electrical Contractors	238210	8.21%	79	1619	0.40%
Plumbing - Mechanical		238220	2.94%	49	2057	0.07%
Drywall and Insulation		238310	2.03%	26	355	0.15%
Paintings & Wall Coverings		238320	1.55%	55	783	0.11%
Tile & Terrazzo		238340	9.50%	12	371	0.31%
Pavement Removal	Site Preparation	238910	2.85%	43	303	0.40%
Site Demolition	Site Preparation	238911	0.00%	n/a	n/a	0.00%
Temporary Stormwater Pollution Prevention, Erosion and Siltation Control	Temporary Erosion Control	238990	0.00%	117	674	0.00%
Other Building Equipment Contractors		239290	7.25%	n/a	0	0.00%
Pavement Markings (Material Cost)	Paint and Coating Manufacturing	325510	0.00%	0	15	0.00%
All Other Rubber Product Manufacturing (Membrane roof)		326299	0.88%	n/a	0	0.00%
Ready Mix Concrete Manufacturing		327320	1.38%	0	46	0.00%
Drainage System (Material Cost)	Culvert pipe, concrete, manufacturing	327332	0.00%	0	4	0.00%
Conveyor and Conveying Equipment Manufacturing		333972	4.63%	0	2	0.00%
Switchgear and Switchboard Apparatus Manufacturing		335313	4.38%	1	4	1.09%
Brick, Stone, and Related Construction Material Merchant Wholesalers		423320	6.65%	5	109	0.31%
Chain link Fence (Materials Cost)	Fencing (except wood) merchant wholesalers	423390	0.00%	2	119	0.00%
Electrical Work (Material Cost)	Electrical Apparatus/Equip, Wiring Supplies, Related Equip Merchant	423610	4.21%	15	619	0.10%
Roadway Signage (Material Cost)	Signs (except electrical) Wholesalers	423990	0.00%	9	771	0.00%
Fuel Farm Systems	Petroleum Bulk Stations and Terminals	424710	0.00%	1	48	0.00%
Building Materials/Supplies		444190	1.56%	10	648	0.02%
Nursery, Garden Center & Farm Supply (Sod)		444220	0.45%	0	123	0.00%
Trucking		484270	0.63%	17	174	0.06%
Maintenance of Traffic		488190	0.88%	6	318	0.02%
Insurance		524126	1.00%	11	111	0.04%
Survey and Project Record Documents	Land Survey and Mapping	541370	0.21%	24	142	0.04%
Testing Services		541380	0.38%	13	92	0.05%
Mobilization	Mobilization	561499	0.00%	3	204	0.00%
Landscaping (Labor Cost)	Turf Installation	561730	0.25%	39	1938	0.01%
Prefabricated Metal Building and Component Manufacturing		332311	1.88%	0	4	0.00%
Mobilization/Overhead (Prime)		n/a	7.00%	n/a	n/a	0.00%
Contingency		n/a	5.00%	n/a	n/a	0.00%
			100%			8.58%

CMAR Contracts	
R2013-0663	16%
R2013-0664	14%
Median	15%
DBE Goal	12%

Attachment No. 3

Budget Transfer

Attachment No. 1

Amendment No. 12 to CM at Risk Contract with MGI

AMENDMENT NO. 12 TO THE CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
THE MORGANTI GROUP, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES
AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-3

This Amendment No. 12 to the Contract is made as of the 19th day of December, 2023, by and between Palm Beach County, Florida (COUNTY) and The Morganti Group, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSTRUCTION MANAGER, having its office and principal place of business at 1662 North US Highway 1, Suite C, Jupiter, Florida 33469.

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and **THE MORGANTI GROUP, INC.** dated January 15, 2019 (R-2019-0042) is in full force and effect and that this merely supplements said Contract; and

WHEREAS, on June 18, 2019, the County entered into Amendment #1 (R-2019-0838) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on June 18, 2019, the County entered into Amendment #2 (R-2019-0839) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on January 7, 2020, the County entered into Amendment #3 (R-2020-0014) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on September 15, 2020, the County entered into Amendment #4 (R-2020-1336) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on December 8, 2020, the County entered into Amendment #5 (R-2020-1808) with the CONSTRUCTION MANAGER exercising the first one year renewal option and that this merely supplements said Contract; and

WHEREAS, on May 4, 2021, the County entered into Amendment #6 (R-2021-0605) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on December 7, 2021, the County entered into Amendment #7 (R2021-1784) with the CONSTRUCTION MANAGER exercising the second one year renewal option and that this merely supplements said Contract; and

WHEREAS, on December 20, 2022, the County entered into Amendment #8 (R-2022-1569) with the CONSTRUCTION MANAGER which included exercising the third and final one year renewal option and that this merely supplements said Contract; and

WHEREAS, on February 7, 2023, the County entered into Amendment #9 (R-2023-0214) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on July 11, 2023, the County entered into Amendment #10 (R-2023-0978) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on October 3, 2023, the County entered into Amendment #11 (R-2023-1485) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price (GMP), including Construction Manager's fees for construction and warranty services and other services as set forth herein and in the Contract; and

WHEREAS, the Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the pre-construction phase of this Contract; and

WHEREAS, the Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

(1) GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$817,600.00** for the construction costs for **Work Order MC 20: Building 846 Storm Resiliency at Palm Beach International Airport (PBI)**.

Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall complete the project within the milestones noted in the table below or Liquidated Damages for failure to complete within the contract time or approved extension thereof shall be assessed.

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	263	\$1,000/ Cal Day
Final Completion	293	\$0/ Cal Day

(3) MODIFICATIONS TO CONTRACT

Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect. Appendix B State Contract Clauses applies

(4) ATTACHMENTS

Exhibit A Guaranteed Maximum Price
Appendix B State Contract Clauses

Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

R2023 1859 DEC 19 2023

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: [Signature]
Deputy Clerk



PALM BEACH COUNTY, FLORIDA
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Maria Sachs, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER SIGNATURE

[Signature]
Signature

Susana Hisel
Name (type or print)

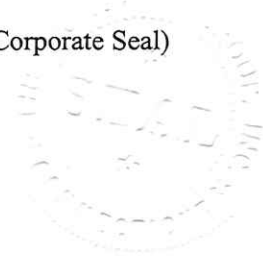
CONSTRUCTION MANAGER:

[Signature]
Signature

Stephen Sines
Name (type or print)

Vice President of Operations
Title

(Corporate Seal)



Signatory Authorization(s)

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Nabil Takla is the President of The Morganti Group, Inc., a corporation organized and existing in good standing under the laws of the State of Connecticut, hereinafter referred to as the Corporation, and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 9th day of November, 2018, in accordance with the laws of the State of Connecticut, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED that the corporation shall enter into that certain Contract, Palm Beach County DOA18-3 CM at Risk Services for Airport Improvements for the Department of Airports Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the Agreement), a copy of which is attached hereto: and be it

FURTHER RESOLVED, that Stephen Sines, the Vice President of Operations of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement,

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effects as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida, and had qualified, if legally required, to do business in the State of Florida and has full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation on the 3rd day of January, 2019.



Nabil Takla

(Signature)

Maria Wood

(Witness)

Subscribed and sworn before me by Nabil Takla this 3rd day of January, 2019.

Judith E. Annunziata

Notary Public

JUDITH E. ANNUNZIATA
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2021



Exhibit A

GMP dated 11/14/2023

Including:

- 1. Performance and Payment Bonds**
- 2. Insurance Compliance Document**
- 3. Contract History**

Appendix B

State Contract Clauses

**MC20 Building 846 Storm Resiliency at
Palm Beach International Airport (PBI)**
Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)
11/14/2023
FINAL

Palm Beach
INTERNATIONAL AIRPORT



MC20 Building 846 Storm Resiliency at Palm Beach International Airport (PBI)
Palm Beach County Department of Airports
11/14/2023

TABLE OF CONTENTS

<u>SECTIONS</u>	<u>Status</u>
1- Guaranteed Maximum Price A summary of construction division line items costs including construction components, general conditions, general requirements, bonds & insurance, and fees.	<i>INCLUDED</i>
2- Subcontractor Summary A subcontractor summary entailing the bidders, DBE values, and associated costs.	<i>INCLUDED</i>
3- General Conditions An itemized list of general condition items such as temporary barriers, dumpsters and various supplies needed to execute the work.	<i>INCLUDED</i>
4- Staffing A breakdown of construction management staff with utilization rate, quantity in months and total labor costs.	<i>INCLUDED</i>
5- Assumptions and Clarifications A breakdown of assumptions and clarifications related to this specific project including a summary of unique facets of the project.	<i>INCLUDED</i>
6- Construction Schedule A summary-level construction schedule in bar chart format	<i>INCLUDED</i>
7- Contract Documents Drawing Log, Specification Log, RFI Log	<i>INCLUDED</i>
8- DBE Bid Participation Summary A summary subcontractor bids received, including DBE status	<i>INCLUDED</i>

Guaranteed Maximum Price



**Palm Beach County Department of Airports
MC20 Building 846 Storm Resiliency at Palm Beach International Airport (PBI)**

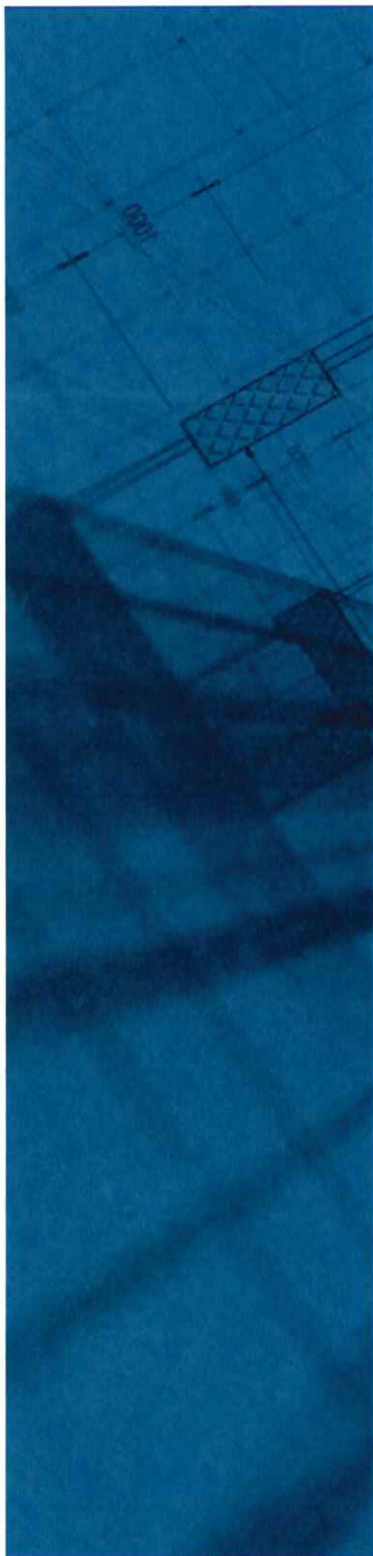
Date: November 14, 2023
 Owner: Palm Beach County Department of Airports
 CM: The Morganti Group, Inc.
 Architect: RS&H Inc.

**FINAL****Guaranteed Maximum Price**

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
020000	Demolition	1	ls	\$ 113,190.75
050000	Metals	1	ls	\$ 3,000.00
090000	Finishes	1	ls	\$ 168,308.50
100000	Specialties	1	ls	\$ 41,357.10
120000	Furnishings	1	ls	\$ 21,500.00
210000	Fire Suppression	1	ls	\$ 2,000.00
220000	Plumbing	1	ls	\$ 56,515.00
230000	HVAC	1	ls	\$ 2,000.00
260000	Electrical	1	ls	\$ 35,540.00
	Subtotal: Division 1-33			\$ 443,411.35
	Reimbursable General Conditions	1.00	ls	\$ 11,620.00
	Subtotal			\$ 455,031.35
	General Liability Insurance	1.0000	ls	\$ 16,113.67
	Builder's Risk Insurance	0.0124	ls	\$ 10,139.00
	Payment and Performance Bonds	0.0102	ls	\$ 8,340.00
	Subtotal			\$ 489,624.02
	Construction Contingency	2.00%	%	\$ 16,352.00
	Fee	5.00%	%	\$ 24,482.00
	Construction Staffing	1.00	ls	\$ 241,412.50
	Subtotal			\$ 771,870.52
	Material Cost Escalation Contingency	1.00%	%	\$ 8,229.48
	Subtotal			\$ 780,100.00
	Preconstruction Fee	0.75%	ls	\$ 37,500.00

TOTAL GMP \$ 817,600.00

Subcontractor Summary



Subcontractor Summary

Bid Package	Description	Bidder	DBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
DIVISION 020000: Demolition						
2B	Selective Demolition	Alen Construction	\$ 113,190.75	\$ 113,190.75	1, 2	\$ 113,190.75
DIVISION 050000: Metals						
5A	Structural Steel	Budget		\$ 3,000.00	1, 2	\$ 3,000.00
DIVISION 090000: Finishes						
9A	Wall/Ceiling Finishes- Gyp, Stucco Repair, ACT, Paint	Alen Construction	\$ 137,903.50	\$ 137,903.50	1, 2	\$ 137,903.50
9B	Floor Finishes- Tile, Carpet, VCT	Brians Carpet	\$ -	\$ 30,405.00	1, 2	\$ 30,405.00
DIVISION 100000: Specialties						
10A	Toilet Partitions & Accessories	146 Restoration	\$ -	\$ 41,357.10	1, 2	\$ 41,357.10
DIVISION 120000: Furnishings						
12B	Millwork	Atlantic Interior		\$ 15,500.00	1, 2	\$ 15,500.00
12C	Appliances	Budget		\$ 6,000.00	\$ 1.20	\$ 6,000.00
DIVISION 210000: Fire Suppression						
21A	Fire Protection	Budget	\$ -	\$ 2,000.00	1, 2	\$ 2,000.00
DIVISION 220000: Plumbing						
22A	Plumbing	Anchor	\$ -	\$ 56,515.00	1, 2	\$ 56,515.00
DIVISION 230000: HVAC						
23A	Mechanical	Budget		\$ 2,000.00	1, 2	\$ 2,000.00
DIVISION 260000: Electrical						
26A	Electrical	Davco		\$ 35,540.00	1, 2	\$ 35,540.00
			\$ 251,094.25		Subtotal:	\$ 443,411.35

	DBE Participation Dollars	% of GMP
DBE Subcontractor Total:	\$ 251,094.25	30.71%
DBE Cooper %:	\$ 89,337.84	10.93%
DBE Total (12% of GMP Rqd):	\$ 340,432.09	41.64%

CM Fee	\$ 24,482.00
Construction Contingency	\$ 16,352.00
Material Cost Escalation Contingency	\$ 8,229.48
General Conditions	\$ 11,620.00
Staffing	\$ 241,412.50
Payment & Performance Bond	\$ 8,340.00
Builders Risk	\$ 10,139.00
GL Insurance	\$ 16,113.67
Preconstruction Fee	\$ 37,500.00
Total Guaranteed Maximum Price	\$ 817,600.00

SECTION- 3

General Conditions



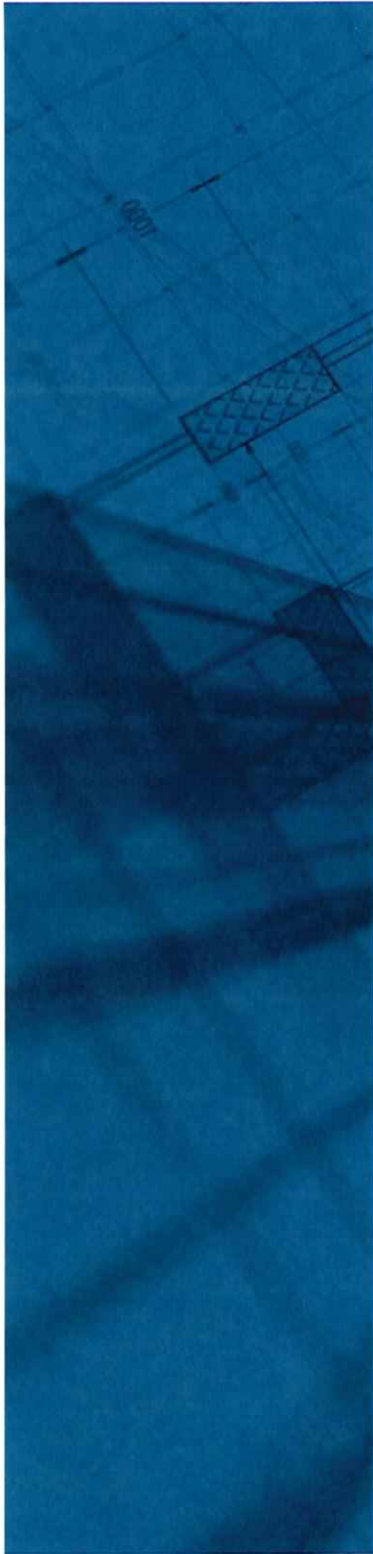
MC20 Building 846 Storm Resiliency at Palm Beach International Airport (PBI)
Palm Beach County Department of Airports
11/14/2023

GMP GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	\$ Cost	Remarks
LAYOUT						
Independent Surveyor	-	-	ls.	-	\$ -	
Ground penetrating radar	-	-	ls.	-	\$ -	by trades
As-Built Survey	-	-	ls.	-	\$ -	by trades
TESTING AND COMMISSIONING						
Third Party Testing & Inspections	-	5.0	ea	400.00	\$ -	
TEMPORARY FACILITIES						
Chemical Toilets - Contractor	-	-	mo.	149.00	\$ -	Owner facilities
Temporary Generator (56KW) - Rent	-	-	mo.	5,000.00	\$ -	
Set-up / Relocation / PM of Temp Gen	-	-	ea	3,200.00	\$ -	
Diesel Fuel	-	-	mo.	17,879.40	\$ -	
TEMPORARY CONSTRUCTION						
Temporary Fence / 6' - Rent	1	7.0	mo.	150.00	\$ 1,050.00	Contractor Staging at Bldg 846
Temporary Fence / 10' gate	1	2.0	each	600.00	\$ 1,200.00	
Green screen	1	4.0	each	180.00	\$ 720.00	
Water-filled Barricades - Rent	-	8.0	mo.	855.00	\$ -	
Temporary Fence / Mob / Pickup	1	1.0	each	400.00	\$ 400.00	
Temporary Fire Protection	1	2.0	ea	200.00	\$ 400.00	
Job Signs	1	1.0	ls.	1,500.00	\$ 1,500.00	
CLEAN UP						
Final Cleaning	-	1.0	ls.	1,200.00	\$ -	
30 YD - Dumpster	-	-	ld.	700.00	\$ -	
20 YD - Dumpster	1	4.0	ld.	600.00	\$ 2,400.00	
SUPPLIES						
First Aid Supplies	1	7.0	mo.	50.00	\$ 350.00	
Safety Supplies (Non PPE)	1	7.0	mo.	50.00	\$ 350.00	
COVID- 19 Supplies	1	7.0	mo.	50.00	\$ 350.00	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1	4.0	set	250.00	\$ 1,000.00	
UTILITIES						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	By Owner, Use existing
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	By Owner, Use existing
EQUIPMENT						
Small Tools	1	2.0	ea.	750.00	\$ 1,500.00	
MISC. REQUIREMENTS						
Project Closeout	1	1.0	ls.	400.00	\$ 400.00	
SUB TOTAL GENERAL CONDITIONS					\$ 11,620.00	

SECTION- 4

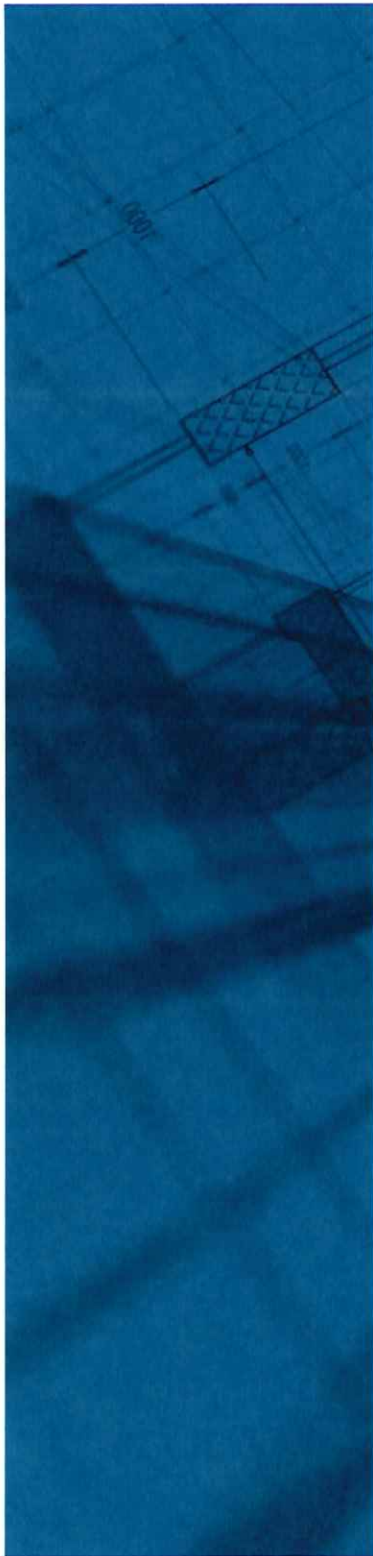
Staffing



GMP STAFFING

Construction Staff: Contract- Year 5 (1/15/23-1/14/24) NTP thru 3/12/24					
1	Home Office Employees - Sines, Martin, Freese	0.15	2.5	\$ 24,500	\$ 9,188
2	Sr. Project Manager - Jennifer Uman	0.00	2.5	\$ 19,300	\$ -
3	Lead Superintendent - Gregory Bellamy	0.00	2.5	\$ 23,000	\$ -
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.00	2.5	\$ 12,600	\$ -
5	Project Superintendent - Barry McGee	1.00	0.5	\$ 17,800	\$ 8,900
6	Project Asst Superintendent - TBD (Cooper)	0.00	0	\$ 17,800	\$ -
7	Project Coordinator- Brittany Crutcher	0.00	2.5	\$ 9,600	\$ -
8	Field Office (Trailer)	0.00	2.5	\$ 2,800	\$ -
				SUBTOTAL	\$ 18,088
Construction Staff: Contract- Year 5 (1/15/23-1/14/24) 3/13/24 thru 4/16/24					
1	Home Office Employees - Sines, Martin, Freese	0.15	1	\$ 24,500	\$ 3,675
2	Sr. Project Manager - Jennifer Uman	0.00	1	\$ 19,300	\$ -
3	Lead Superintendent - Gregory Bellamy	0.00	1	\$ 23,000	\$ -
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.50	1	\$ 12,600	\$ 6,300
5	Project Superintendent - Barry McGee	1.00	1	\$ 17,800	\$ 17,800
6	Project Asst Superintendent - TBD (Cooper)	0.00	0	\$ 17,800	\$ -
7	Project Coordinator- Brittany Crutcher	0.00	1	\$ 9,600	\$ -
8	Field Office (Trailer)	0.00	1	\$ 2,800	\$ -
				SUBTOTAL	\$ 27,775
Construction Staff: Contract- Year 5 (1/15/23-1/14/24) 4/17/24 thru Substantial Completion (9/20/24)					
1	Home Office Employees - Sines, Martin, Freese	0.15	5	\$ 24,500	\$ 18,375
2	Sr. Project Manager - Jennifer Uman	0.00	5	\$ 19,300	\$ -
3	Lead Superintendent - Gregory Bellamy	0.00	5	\$ 23,000	\$ -
4	Asst. Project Manager - Nata Pemberton (Cooper)	1.00	5	\$ 12,600	\$ 63,000
5	Project Superintendent - Barry McGee	1.00	5	\$ 17,800	\$ 89,000
6	Project Asst Superintendent - TBD (Cooper)	0.00	0	\$ 17,800	\$ -
7	Project Coordinator- Brittany Crutcher	0.00	5	\$ 9,600	\$ -
8	Field Office (Trailer)	0.00	5	\$ 2,800	\$ -
				SUBTOTAL	\$ 170,375
Closeout Staff: Contract- Year 5 (1/15/23-1/14/24)					
1	Home Office Employees - Sines, Martin, Freese	0.15	1	\$ 24,500	\$ 3,675
2	Sr. Project Manager - Jennifer Uman	0.00	1	\$ 19,300	\$ -
3	Lead Superintendent - Gregory Bellamy	0.00	1	\$ 23,000	\$ -
4	Asst. Project Manager - Nata Pemberton (Cooper)	1.00	1	\$ 12,600	\$ 12,600
5	Project Superintendent - Barry McGee	1.00	0.5	\$ 17,800	\$ 8,900
6	Project Asst Superintendent - TBD (Cooper)	0.00	0	\$ 17,800	\$ -
7	Project Coordinator- Brittany Crutcher	0.00	1	\$ 9,600	\$ -
8	Field Office (Trailer)	0.00	0	\$ 2,800	\$ -
				SUBTOTAL	\$ 25,175
				TOTAL STAFF COSTS:	\$ 241,413

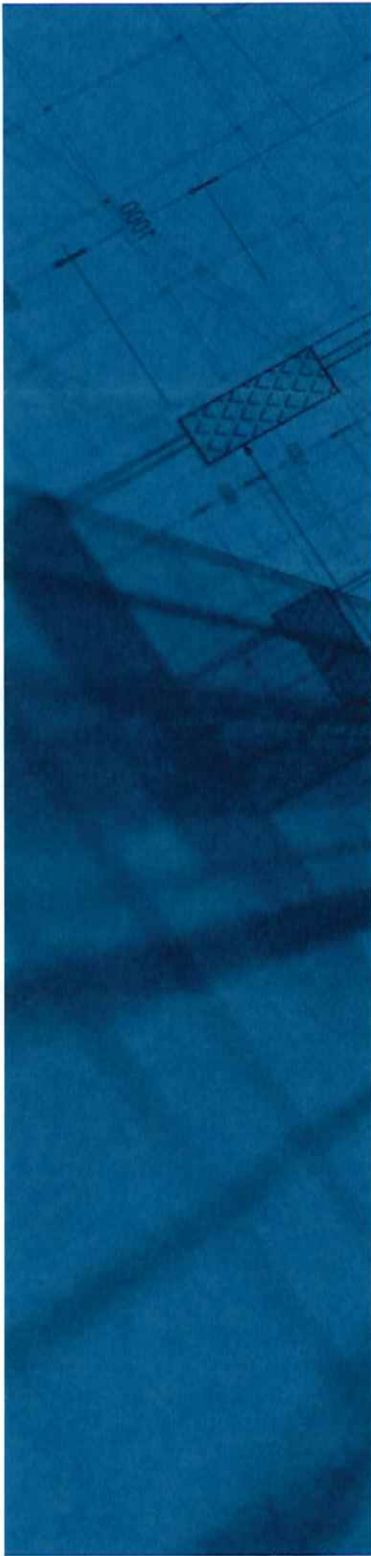
Assumptions and Clarifications



BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

Item	Div	Scope	Description
01	0	Documents	The GMP includes the following work in Building 846: renovation of two (2) restrooms to add ADA shower stalls including new floor and wall tile, moisture resistant wallboard and modified toilet partitions; millwork, plumbing and electrical for the addition of (3) microwaves and (1) refrigerator, in accordance with the Bid Set Drawing and Specification package prepared by RS&H, dated 7/14/23
02	0	Temp Water	Temporary water for construction use will be sourced from a hose bib located near the work area.
03	0	Temp Power	Temporary lighting and power will utilize the existing circuits.
04	0	Existing	GMP does not include repairs for any damaged existing conditions that are encountered within areas not included in the project area.
05	0	COVID- 19	The GMP is based on current market rates and availability of labor and materials Due to the uncertainty of future markets and work restrictions due to the COVID -19 pandemic, future prices, labor and material availability cannot be guaranteed.
06	0	Schedule	The GMP is based on a 263 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.
07	0	Working Hours	The working hours for this project are 7am to 3pm, except for demolition tasks, which will be performed between 7pm and 3am.
08	0	Davis Bacon	GMP does not include Davis Bacon Wages or Certified payroll.
09	0	Buy American	GMP does not include Buy American requirements.
10	0	PBC Living Wage	GMP includes a Palm Beach County Living Wage minimum of \$14.83 through Sept 30, 2024.
11	0	DBE Goal	GMP includes DBE participation of 41.93%
12	0	SBE Goal	GMP does not include an SBE goal
13	0	Preconstruction Services	GMP includes a preconstruction fee based on the value of the original FIS and Building 846 scope, for which constructability studies, bidding and post-bid analysis was completed.
14	0	Paid by Owner	The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP): : Permit Fees, inspection fees, and utility connection fees : Contract Document Revisions required by Governing Authorities : Materials testing; costs for tests that fail will be paid by the responsible Subcontractor
15	0	Utilities	On-site utilities shall be available for use by the CMR as the need arises. Any costs associated with the consumption of these utilities for the purpose of construction shall be paid for directly by the owner.
16	1	Asbestos	The GMP does not include the removal of any asbestos-containing materials that may be identified in the future or during the work of this project.
17	1	Facilities	The 2nd level restrooms at Building 846 will be out-of-service for the duration of the project.
18	9	Finishes	The ceilings in the 1st level restrooms, which are to be selectively demolished to provide access for the 2nd level plumbing revisions, will be closed with temporary drywall until all plumbing work above has been completed/inspected.
19	9	Finishes	Blocking for toilet accessories, toilet partitions, cabinetry and cabinets is included as fire treated wood or minimum 18 gauge metal strapping
20	9	Floor Tile	Project schedule is based on Owner selection of readily-available tile products.
21	10	Toilet Partitions	Reinstallation of removed, existing toilet partitions is not guaranteed as a result of revised wall and floor finishes. Every effort will be made to re-use existing toilet partitions, as indicated.
22	10	Toilet Partitions	The contractor will make every effort to match the new toilet partition material to existing materials.
23	12	Millwork	The contractor will make every effort to match the new kitchen millwork to existing materials.
24	12	Appliances	A \$6,000 budget is included for appliances, per the Basis of Design: - (3) microwaves - Sharp Carousel 1.1cu ft,1000 watt, countertop model - (1) refrigerator - Everest ES Series Model ESR2. 48 cu ft, upright reach-in model
25	22	Plumbing	Freedom ADA Transfer Shower Enclosure is included as 36' x 36" ID

Construction Schedule



Activity ID	Activity Name	2024															
		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov				
OD	RD	AD	Cal	Start	Finish												
MC20 Building 846 Storm Resiliency at PBI																	
Preconstruction																	
P1000	NTP	0	0	7	Jan-02-24*	Project Duration to Subst											
P1005	Project Duration to Subst Compl	263	0	7	Jan-02-24	MGI Project Start-up and Subcontracts											
P1010	MGI Project Start-up and Subcontracts	30	30	5	Jan-02-24	Electrical Submittals											
P1020	Electrical Submittals	15	15	5	Feb-14-24	Millwork Submittals											
P1120	Millwork Submittals	20	20	5	Feb-14-24	Plumbing Submittals											
P1240	Plumbing Submittals	15	15	5	Feb-14-24	Toilet Partition Submittals											
P1270	Toilet Partition Submittals	15	15	5	Feb-14-24	Drywall/Framing Submittals											
P1280	Drywall/Framing Submittals	20	20	5	Feb-14-24	Tile Submittals											
P1300	Tile Submittals	15	15	5	Feb-14-24	Procurement - Electrical Materials											
P1040	Procurement - Electrical Materials	15	15	5	Mar-06-24	Procurement - Plumbing Materials											
P1250	Procurement - Plumbing Materials	15	15	5	Mar-06-24	Procurement - Shower Enclosure											
P1260	Procurement - Shower Enclosure	20	20	5	Mar-06-24	Procurement - Tile Materials											
P1280	Procurement - Tile Materials	20	20	5	Mar-06-24	Procurement - Millwork											
P1130	Procurement - Millwork	40	40	5	Mar-13-24	Procurement - Drywall/Framing											
P1290	Procurement - Drywall/Framing	10	10	5	Mar-13-24	Toilet Partition Shop Drawings											
P1220	Toilet Partition Shop Drawings	20	20	5	May-22-24	Procurement - Toilet Partitions											
P1230	Procurement - Toilet Partitions	40	40	5	Jun-20-24												
Construction																	
Building 846																	
A1000	Demolition	10	10	5	Mar-27-24	Demolition											
A1100	Framing	10	10	5	Apr-03-24	Framing											
A1010	MEP rough in	10	10	5	Apr-10-24	MEP rough in											
A1020	Drywall, T&F	10	10	5	Apr-24-24	Drywall, T&F											
A1090	Floor & Wall Tile in Restrooms	10	10	5	May-08-24	Floor & Wall Tile in Restrooms											
A1030	Shower Enclosures	5	5	5	May-22-24	Shower Enclosures											
A1060	Paint	5	5	5	May-30-24	Paint											
A1070	Millwork	5	5	5	Jun-06-24	Millwork											
A1040	Toilet Partitions & Accessories	10	10	5	Aug-16-24	Toilet Partitions & Accessories											
A1050	Fixtures, Devices	5	5	5	Aug-30-24	Fixtures, Devices											
A1080	Appliances (refrigerator, microwaves)	3	3	5	Sep-09-24	Appliances (refrigerator, microwaves)											
A1470	Final Clean	2	2	5	Sep-12-24	Final Clean											
A1110	Building 846 Complete	0	0	5	Sep-13-24	Building 846 Complete											

Palm Beach International Airport
MC20 Building 846 Storm Resiliency at PBI
GMP Schedule

Remaining Level of Effort ◆ Milestone
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Datadate: Dec-23-23
Printed on Nov-14-23 @ 15:02
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MC20 GMPR

Activity ID	Activity Name	2024												Finish															
		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov																
		03	1	17	2	3	11	0	14	2	28	0	11	1	25	0	08	1	22	2	06	1	20	2	03	1	17	2	
	Closeout																												
C1010	Close Out Document Process	20	20	0	5	Sep-16-24																							
C1030	AE Punch List Walk Thru	5	5	0	5	Sep-16-24																							
C1070	Substantial Completion	0	0	0	7	Sep-20-24*																							
C1050	DOA / Consultant Punch List Sign off	5	5	0	5	Oct-14-24																							
C1060	Final Completion	0	0	0	7	Oct-20-24*																							

- Close Out Document
- AE Punch List Walk Thru
 - ◆ Substantial Completion
 - DOA / Consultant
 - ◆ Final Completion

- Remaining Level of Effort
- ◆ Milestone
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work

Datalt date: Dec-23-23
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Palm Beach International Airport
MC20 Building 846 Storm Resiliency at PBI
GMP Schedule

MC20 GMPR

SECTION-7

Contract Documents



MC20 Building 846 Storm Resiliency at Palm Beach International Airport (PBI)
Palm Beach County Department of Airports
11/14/2023

BLDG 846 DRAWING LOG

Sheet #	Sheet Name	Original Bid Set			
		Issue Date	MGI Rec'd Date		
BLDG 846 - GENERAL					
G000	Cover	7/14/2023	7/19/2023		
G001	Sheet Index	7/14/2023	7/19/2023		
G002	General Notes	7/14/2023	7/19/2023		
G003	Work Area & Access Route	7/14/2023	7/19/2023		
G004	ADA Compliance and Code Analysis	7/14/2023	7/19/2023		
BLDG 846 - ARCHITECTURAL					
A001	Abbreviations and Symbols	7/14/2023	7/19/2023		
AD102	Bldg 846 Overall Second Level Demolition Plan	7/14/2023	7/19/2023		
AD500	Bldg 846 Enlarged First Level Demolition Plan	7/14/2023	7/19/2023		
AD501	Bldg 846 Enlarged Demolition Plan	7/14/2023	7/19/2023		
AD502	Bldg 846 Second Level Enlarged RCP Demolition	7/14/2023	7/19/2023		
A101	Bldg 846 Overall First level Floor Plan	7/14/2023	7/19/2023		
A102	Bldg 846 Overall Second Floor Plan	7/14/2023	7/19/2023		
A501	Bldg 846 First Enlarged Plans and Elevations	7/14/2023	7/19/2023		
A502	Bldg 846 Second Level Enlarged Plans and Elevations	7/14/2023	7/19/2023		
A503	Bldg 846 Second Level Enlarged Ceiling Plans	7/14/2023	7/19/2023		
A600	Details	7/14/2023	7/19/2023		
BLDG 846 - PLUMBING					
P001	Plumbing General, Notes, Symbols, Abbreviations and Schedules	7/14/2023	7/19/2023		
PD101	Bldg 846 Overall First level Plumbing Demolition Plan	7/14/2023	7/19/2023		
PD102	Bldg 846 Overall Second Level Plumbing Demolition Plan	7/14/2023	7/19/2023		
P101	Bldg 846 Overall First Level Plumbing Plan	7/14/2023	7/19/2023		
P102	Bldg 846 Overall Second Level Plumbing Plan	7/14/2023	7/19/2023		
P701	Bldg 846 Overall Piping Riser Diagrams	7/14/2023	7/19/2023		
BLDG 846 - ELECTRICAL					
E000	Electrical General Notes	7/14/2023	7/19/2023		
E001	Electrical Legend and Abbreviations	7/14/2023	7/19/2023		
E110	Bldg 846 Overall First Floor Electrical Plan	7/14/2023	7/19/2023		
E120	Bldg 846 Overall Second Floor Electrical Plan	7/14/2023	7/19/2023		
E401	Bldg 846 Overall First Level Floor Plan	7/14/2023	7/19/2023		
E402	Bldg 846 Second Level Enlarged Plans	7/14/2023	7/19/2023		
E501	Electrical Details	7/14/2023	7/19/2023		
E601	Electrical Panel Schedules	7/14/2023	7/19/2023		
END OF DRAWING LOG					

BLDG 846 & FIS SPECIFICATIONS LOG

Sheet #	Sheet Name	Original Bid Set			
		Issue Date	MGI Rec'd Date		
	Cover	7/14/2023	7/19/2023		
	Table of Contents	7/14/2023	7/19/2023		
DIVISION 1	BLDG 846 & FIS - GENERAL REQUIREMENTS				
00 01 07	Seal Page	7/14/2023	7/19/2023		
01 10 00	Summary	7/14/2023	7/19/2023		
01 23 00	Alterates	7/14/2023	7/19/2023		
01 31 00	Project Management and Coordination	7/14/2023	7/19/2023		
01 32 33	Photographic Documentation	7/14/2023	7/19/2023		
01 33 00	Submittal Procedures	7/14/2023	7/19/2023		
01 35 16	Alteration Project Procedures	7/14/2023	7/19/2023		
01 40 00	Quality Requirements	7/14/2023	7/19/2023		
01 50 00	Temporary Facilities and Controls	7/14/2023	7/19/2023		
01 73 00	Execution	7/14/2023	7/19/2023		
01 77 00	Closeout Procedure	7/14/2023	7/19/2023		
01 78 39	Project Record Documents	7/14/2023	7/19/2023		
DIVISION 02	BLDG 846 & FIS - EXISTING CONDITIONS	7/14/2023	7/19/2023		
02 41 19	Selective Demolition	7/14/2023	7/19/2023		
DIVISION 03	BLDG 846 & FIS - CONCRETE				
03 20 00	Concrete Reinforcing	7/14/2023	7/19/2023		
03 30 00	Cast-in-Place Concrete	7/14/2023	7/19/2023		
DIVISION 05	BLDG 846 & FIS - METALS				
05 12 00	Structural Steel Framing	7/14/2023	7/19/2023		
DIVISION 08	BLDG 846 & FIS - OPENINGS				
08 11 13	Hollow Metal Doors and Frames	7/14/2023	7/19/2023		
08 33 23	Overhead Coiling Doors	7/14/2023	7/19/2023		
08 41 13	Aluminum- Framed Entrance and Storefronts	7/14/2023	7/19/2023		
08 71 11	Door Hardware (Descriptive Specification)	7/14/2023	7/19/2023		
08 80 00	Glazing	7/14/2023	7/19/2023		
DIVISION 09	BLDG 846 & FIS - FINISHES				
09 22 16	Non- Structural Metal Framing	7/14/2023	7/19/2023		
09 29 00	Gypsum Board	7/14/2023	7/19/2023		
09 65 13	Resilient Base and Accessories	7/14/2023	7/19/2023		
09 65 19	Resilient Tile Flooring	7/14/2023	7/19/2023		
09 65 13	Tile Carpeting	7/14/2023	7/19/2023		
09 91 23	Interior Painting	7/14/2023	7/19/2023		
DIVISION 10	BLDG 846 & FIS - SPECIALTIES				
10 21 13.19	Plastic Toilet Compartments	7/14/2023	7/19/2023		
10 21 16.19	Plastic Shower and Dressing Compartments	7/14/2023	7/19/2023		
10 28 00	Toilet, Bath, and Laundry Accessories	7/14/2023	7/19/2023		
DIVISION 12	BLDG 846 & FIS - FURNISHINGS				
12 32 16	Manufactured Plastic- Laminate-Clad Casework	7/14/2023	7/19/2023		
DIVISION 22	BLDG 846 & FIS - PLUMBING				
22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	7/14/2023	7/19/2023		
22 05 18	Escutcheons for Plumbing Piping	7/14/2023	7/19/2023		
22 02 23.12	Ball Valves for Plumbing Piping	7/14/2023	7/19/2023		
22 05 29	Hangers and Support for Plumbing Piping Equipment	7/14/2023	7/19/2023		
22 05 53	Identification for Plumbing Piping and Equipment	7/14/2023	7/19/2023		
22 07 19	Plumbing Piping Insulation	7/14/2023	7/19/2023		
22 11 16	Domestic Water Piping	7/14/2023	7/19/2023		
22 11 19	Domestic Water Piping Specialties	7/14/2023	7/19/2023		
22 13 16	Santiary Waste and Vent Specialties	7/14/2023	7/19/2023		
22 13 19	Santiary Waste Piping Specialties	7/14/2023	7/19/2023		

BLDG 846 & FIS SPECIFICATIONS LOG

Sheet #	Sheet Name	Original Bid Set			
		Issue Date	MGI Rec'd Date		
DIVISION 23	BLDG 846 & FIS - MECHANICAL				
23 31 13	Metal Ducts	7/14/2023	7/19/2023		
DIVISION 26	BLDG 846 & FIS - ELECTRICAL				
26 00 00	Basic Electrical Requirements	7/14/2023	7/19/2023		
26 05 19	Electrical Power Conductors and Cables	7/14/2023	7/19/2023		
26 05 26	Grounding	7/14/2023	7/19/2023		
26 05 33	Raceways for Electricay System	7/14/2023	7/19/2023		
26 08 00	Commissioning of Electrical System	7/14/2023	7/19/2023		
26 27 00	Low-Voltage Distribution Equipment	7/14/2023	7/19/2023		
26 32 00	Packaged Generator Assemblies	7/14/2023	7/19/2023		
26 36 00	Automatic Transfer Switches-Contractor Type	7/14/2023	7/19/2023		
DIVISION 27	BLDG 846 & FIS - COMMUNICATIONS				
27 05 00	Common Work Results for Communications	7/14/2023	7/19/2023		
27 05 26	Grounding and Bonding for Communications Systems	7/14/2023	7/19/2023		
27 05 28	Pathways for Communication Systems	7/14/2023	7/19/2023		
27 05 44	Sleeves and Sleeve Seals for Communications Pathways and Cabling	7/14/2023	7/19/2023		
27 15 00	Communications Horizontal Cabling	7/14/2023	7/19/2023		
27 51 00	Facilities Management System	7/14/2023	7/19/2023		
DIVISION 28	BLDG 846 & FIS - ELECTRONIC SAFETY AND SECURITY				
28 05 00	Common Work Results for Electronic Safety and Security	7/14/2023	7/19/2023		
28 05 13	Conductors and Cables for Electronic Safety and Security	7/14/2023	7/19/2023		
28 05 26	Grounding and Bonding for Communication Systems	7/14/2023	7/19/2023		
28 05 28	Pathways for Electronic Safety and Security	7/14/2023	7/19/2023		
28 05 44	Sleeves and Sleeve Seals for Communication Pathways and Cabling	7/14/2023	7/19/2023		
28 13 00	Access Control (See FIS SSI Specifications)	7/14/2023	7/19/2023		
END OF SPECIFICATIONS LOG					

DBE Bid Participation Summary



DBE Bid Participation Summary

DIVISIONS & DESCRIPTION	BID AMOUNT	POST BID ADJUSTMENTS	TOTAL AMOUNT	DBE	ADDENDA		Status
					1	2	
02- Selective Demolition							
Alen Construction	\$ 156,000.00	\$ (42,809.25)	\$ 113,190.75	Yes	X	X	DBE Included, Selected
Close Construction	\$ 178,000.00	\$ 5,000.00	\$ 183,000.00	No	X	X	DBE not Included, Not Selected
03- Concrete							
Alen Construction	\$ 254,530.00	\$ (254,530.00)	\$ -	Yes	X	X	DBE Included
Dettloff Construction	\$ 320,818.91	\$ (320,818.91)	\$ -	No			DBE Not Included
05- Metals							
Alen Construction	\$ 131,370.00	\$ (131,370.00)	\$ -	Yes	X	X	DBE Included
07- Fireproofing							
Budget	no bids received						
08- Doors and Hardware							
Alen Construction	\$ 50,345.00	\$ (50,345.01)	\$ (0.00)	Yes	X	X	DBE Included
Dettloff Construction	\$ 77,543.33	\$ (77,543.33)	\$ -	No			DBE Not Included
08B- Storefront Doors & Windows							
Cherokee Glass	\$ 152,850.00	\$ (152,850.00)	\$ -	Yes	X	X	DBE Included
IB Glazing	\$ 91,054.00	\$ (91,054.00)	\$ -	Yes	X	X	DBE Included
08C- Motorized Roll Up Door							
Alen Construction	\$ 42,695.00	\$ (42,695.01)	\$ (0.00)	Yes	X	X	DBE Included
09A- Wall & Ceiling Finishes							
Alen Construction	\$ 198,845.00	\$ (60,941.50)	\$ 137,903.50	Yes	X	X	DBE Included, Selected
Atlantic Interior Services	\$ 469,900.00	\$ (54,905.00)	\$ 414,995.00	No	X	X	DBE Not Included, Not Selected
Dettloff Construction	\$ 595,469.00	\$ (64,305.00)	\$ 531,164.00	No			DBE Not Included, Not Selected
09B- Floor Finishes							
Brian's Carpet and Commercial Flooring	\$ 38,525.00	\$ (8,120.00)	\$ 30,405.00	No	X	X	DBE Not Included, Selected
Alen Construction	\$ 131,370.00	\$ (67,935.00)	\$ 63,435.00	Yes	X	X	DBE Included, Not Selected
10A- Toilet Partitions & Accessories							
146 Restoration	\$ 14,752.10	\$ 26,605.00	\$ 41,357.10	No	X	X	DBE Not Included, Selected
Atlantic Interior Services	\$ 47,900.00	\$ 5,000.00	\$ 52,900.00	No	X	X	DBE Not Included, Not Selected
Dettloff Construction	\$ 65,861.00	\$ 5,000.00	\$ 70,861.00	No			DBE Not Included, Not Selected
10B- Signage							
Budget	no bids received						
12- Millwork							
Atlantic Interior Services	\$ 12,500.00	\$ 3,000.00	\$ 15,500.00	No	X	X	DBE Not Included, Selected
Alen Construction	\$ 21,345.00	\$ 3,000.00	\$ 24,345.00	Yes	X	X	DBE Included, Not Selected
21- Fire Protection							
Polaris	\$ 35,350.00	\$ (35,350.00)	\$ -	No	X	X	DBE Not Included
22- Plumbing							
Anchor Mechanical	\$ 49,515.00	\$ 7,000.00	\$ 56,515.00	No	X	X	DBE Not Included, Selected
Echols Plumbing	\$ 106,900.00	\$ 5,000.00	\$ 111,900.00	No	X	X	DBE Not Included, Not Selected
23- HVAC							
Hill York	\$ 130,000.00	\$ 140,000.00	\$ 270,000.00	No	X	X	DBE Not Included
26- Electrical							
Davco	\$ 2,014,995.00	\$ (1,979,455.00)	\$ 35,540.00	Yes	X	X	DBE Included, Selected
Stryker	\$ 2,155,500.00	\$ (1,976,430.00)	\$ 179,070.00	No	X	X	DBE Not Included, Not Selected
Anchor Mechanical	\$ 785,500.00	\$ 57,900.00	\$ 843,400.00	No	X	X	DBE Not Included, Incomplete Bid
32- Striping							
Roberts Traffic	\$ 16,500.00	\$ (16,500.00)	\$ -	Yes	X	X	DBE Included

1. Performance and Payment Bonds

**Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Everest Reinsurance Company**

November 15, 2023

Palm Beach County Board of County Commissioners
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

**RE: MC20 Building 846 Storm Resiliency at Palm Beach International Airport (PBI)
Contractor: The Morganti Group, Inc.
Bond No.: 107939140 / 9444502 / E00016089**

To Whom It May Concern:

This correspondence will serve to confirm that Travelers Casualty and Surety Company of America, Zurich American Insurance Company and Everest Reinsurance Company, as Co-Surety, acknowledges and consents that the Palm Beach County Board of County Commissioners will insert the contract date and execution dates when the Board executes the Contract Documents, including the Contract Bonds and Powers of Attorney, for the above-captioned project.

Should you have any questions, please feel free to contact our office.

Sincerely,

Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Everest Reinsurance Company

By: 

Gabriela Camacho, Attorney-in-Fact

c/o Alliant Insurance Services, Inc.
125 High Street, Suite 2205
Boston, MA 02110
(617) 535-7200





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **GABRIELA CAMACHO** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

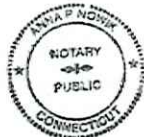
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **November**, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael J. CUSACK, Eric J. CANTERBURY, John J. GAMBINO, Sandra C. LOPES, Nicole ROY, Natalie CONEYS, Jean M. FEENEY, Nicholas LABBE, Laurie ROTHWELL and Gabriela CAMACHO**, all of Boston, Massachusetts, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of August, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 17th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of November, 2023.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**Sandra C. Lopes, Nicole Roy, Michael J. Cusack, John J. Gambino, Natalie Coneys, Kathleen M. Flanagan, Jean M. Feeney,
Laurie Rothwell, Nicholas Labbe, Richard A. Leveroni, Gabriela Camacho**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

A handwritten signature in black ink, appearing to read "Anthony Romano".

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

A handwritten signature in black ink, appearing to read "Linda Robins".

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 15th day of November 2023.

A handwritten signature in black ink, appearing to read "Nicole Chase".

By: Nicole Chase, Assistant Secretary

CONTRACT PERFORMANCE BOND

BOND NUMBER: 107939140, 9444502, ES00016089

BOND AMOUNT: Eight Hundred Seventeen Thousand Six Hundred and 00/100 Dollars (\$817,600.00)

CONTRACT AMOUNT: Eight Hundred Seventeen Thousand Six Hundred and 00/100 Dollars (\$817,600.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1662 North US Highway 1, Suite C
Jupiter, FL 33469

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Travelers Casualty and Surety Company of America / Zurich American Insurance Company / Everest Reinsurance Company

SURETY'S ADDRESS: Travelers - One Tower Square, Hartford, CT 06183
Zurich - 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196 - 1056
Everest - 100 Everest Way, Warren Corporate Center, Warren, NJ 07059

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: **Work Order MC20: Building 846 Storm Resiliency at Palm Beach International Airport (PBI)**

PROJECT LOCATION: 846 Palm Beach International Airport
West Palm Beach, Florida 33406

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Eight Hundred Seventeen Thousand, Six Hundred Dollars (\$817,600.00)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20__, entered into a contract with the County for

Project Name: **Work Order MC20: Building 846 Storm Resiliency at Palm Beach International Airport (PBI)**

Project No.: **DOA 18-3 Work Order MC20**

Project Description: **Second level restroom renovation to provide ADA shower facilities; modifications for additional kitchen appliances**

Project Location: **846 Palm Beach International Airport
West Palm Beach, Florida 33406**

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: RS&H
LOCATION OF FIRM: 3125 West Commercial Blvd., Suite 130
Fort Lauderdale, Fl., 33309

PHONE: 954-474-3005

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County Palm Beach _____ Contract No. DOA 18-3 (MC20), the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the COUNTY elects, upon determination by the County and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Susana Hisel
Witness for the Principal
Susana Hisel

PRINCIPAL:
The Morganti Group, Inc.
By: (Print) [Signature]
Signature
Stephen Sines
V.P of Operations
Title

(SEAL)
Address:
1662 North US Highway 1, Suite C
Jupiter, FL 33469

Jean M. Feeney
Witness for the Surety Jean M. Feeney

SURETY Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Everest Reinsurance Company
By: (Print) [Signature]
Signature
Gabriela Camacho, Attorney-in-Fact
FL Non-Resident License No. W570767
Title

Seal
Address
c/o Alliant Insurance Services, Inc.
125 High Street, Suite 2205, Boston, MA 02110

CONTRACT PAYMENT BOND

BOND NUMBER: 107939140, 9444502, ES00016089

BOND AMOUNT: Eight Hundred Seventeen Thousand Six Hundred and 00/100 Dollars (\$817,600.00)

CONTRACT AMOUNT: Eight Hundred Seventeen Thousand Six Hundred and 00/100 Dollars (\$817,600.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1662 North US Highway 1, Suite C
Jupiter, FL 33469

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Travelers Casualty and Surety Company of America / Zurich American Insurance Company / Everest Reinsurance Company

SURETY'S ADDRESS: Travelers - One Tower Square, Hartford, CT 06183
Zurich - 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196 - 1056
Everest - 100 Everest Way, Warren Corporate Center, Warren, NJ 07059

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: **Work Order MC20: Building 846 Storm Resiliency at Palm Beach International Airport (PBI)**

PROJECT LOCATION: 846 Palm Beach International Airport
West Palm Beach, Florida 33406

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Eight Hundred Seventeen Thousand, Six Hundred Dollars (\$817,600.00)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20__, entered into a contract with the County for

Project Name: **Work Order MC20: Building 846 Storm Resiliency at Palm Beach International Airport (PBI)**

Project No.: **DOA 18-3 Work Order MC20**

Project Description: **Second level restroom renovation to provide ADA shower facilities; modifications for additional kitchen appliances**

Project Location: **846 Palm Beach International Airport
West Palm Beach, Florida 33406**

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: RS&H
LOCATION OF FIRM: 3125 West Commercial Blvd., Suite 130
Fort Lauderdale, Fl., 33309
PHONE: 954-474-3005

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 20____ between Principal and County for construction of * _____, Contract No. DOA 18-3 (MC20) _____, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and:
2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

* Building 846 Storm Resiliency at Palm Beach International Airport (PBI)

Then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

See Section 255.05(2) and 255.05(10), Florida Statutes as amended for the notice and time limitations for claimants.

Susana Hisel

Witness for the Principal
Susana Hisel

PRINCIPAL:
The Morganti Group, Inc.

By: (Print)

[Signature]

Signature

Stephen Sines
V.P of Operations

Title

(SEAL)

Address:
1662 North US Highway 1, Suite C

Jupiter, FL 33469

SURETY

Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Everest Reinsurance Company

By: (Print)

Signature

Gabriela Camacho, Attorney-in-Fact
FL Non-Resident License No. W570767

Title

Seal

Address
c/o Alliant Insurance Services, Inc.

125 High Street, Suite 2205, Boston, MA 02110

Jean M. Feeney

Witness for the Surety Jean M. Feeney



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

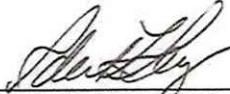
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **GABRIELA CAMACHO** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael J. CUSACK, Eric J. CANTERBURY, John J. GAMBINO, Sandra C. LOPES, Nicole ROY, Natalie CONEYS, Jean M. FEENEY, Nicholas LABBE, Laurie ROTHWELL and Gabriela CAMACHO, all of Boston, Massachusetts, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of August, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 17th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

*Sandra C. Lopes, Nicole Roy, Michael J. Cusack, John J. Gambino, Natalie Coneys, Kathleen M. Flanagan, Jean M. Feeney,
Laurie Rothwell, Nicholas Labbe, Richard A. Leveroni, Gabriela Camacho*

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

A handwritten signature in black ink, appearing to read "Anthony Romano".

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

A handwritten signature in black ink, appearing to read "Linda Robins".

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this ____ day of _____ 202__.

A handwritten signature in black ink, appearing to read "Nicole Chase".

By: Nicole Chase, Assistant Secretary

2. Insurance Compliance Document



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000795	The Morganti Group, Inc.	Modified Ag , XV	Compliant					DOA 18-3	CM at Risk Contract for Airport Improvements
			The Continental Insurance Company	7036105471	12/31/2022	12/31/2023	Auto Liability		
			American Guarantee and Liability Insurance Company	0368479805	12/31/2022	12/31/2023	Excess Liability		
			Starr Indemnity & Liability Company	10000584535221	12/31/2022	12/31/2023	Excess Liability		
			National Fire Insurance Company of Hartford	7036105454	12/31/2022	12/31/2023	General Liability		
	The Continental Insurance Company	7036105499	12/31/2022	12/31/2023	Workers Comp				

Risk Profile :

Standard - General Services-AOA

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

3. Contract History

DEPARTMENT OF AIRPORTS
 AIRPORT IMPROVEMENTS - CMAR FEDERAL CONTINUING CONTRACT
 THE AIRPORT IMPROVEMENTS GROUP INC.
 PO BOX 1004, LA JOLLA, CA 92037
 CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED EXPIRATION DBE Goal	YEAR 1-2 R-2019-0042 1/15/2019 1/15/2021 12%	1 st EXT YR 3 R-2020-1808 12/7/21 1/15/2022	2 nd EXT YR 4 R-2021-1784 12/7/21 1/15/2023	3 rd EXT YR 5 R-2022-1569 12/7/21 1/15/2024	CHANG ORDER OR ADJUSTMENT	AMOUNT	CHANG ORDER OR ADJUSTMENT VALUE PLUS TIME	REVISED AMOUNT	DBE Participation	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOWO CLOSED	
REF DOC	FUNDING SOURCE	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANG ORDER OR ADJUSTMENT VALUE PLUS TIME	REVISED AMOUNT	DBE Participation	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOWO CLOSED
Task Order MC03	AP ELIGIBLE - EXHIBIT A APPLIES	CC C Furniture Replacement Pricereconstruction Services	90	4/18/19			\$77,048.00		\$77,048.00	\$3,250.32	\$77,048.00				
Amendment No.1 Work Order MC05	AP ELIGIBLE - EXHIBIT A APPLIES	THS4 Level Interior Improvements Phase 1B <small>Change: The time extension is for the completion.</small>	160	6/24/19	12/20/19	1/19/20	\$74,931.00	\$47,132.34		\$123,962.00	\$47,132.34		\$174,931.00	June 18, 2019 Board Meeting (R-2019- 0353) Approved 7/20/19	
		CO No 1	0					\$43,100.51		\$0.00	\$47,132.34			Approved 11/16/2020	
		CO No 2	30		12/20/19	2/19/20		\$43,100.51		\$13,187.00	\$41,660.51			Approved 11/16/2020	
Amendment No.2 Work Order MC03	AP ELIGIBLE - EXHIBIT A APPLIES	GMP Adjustments CC C Furniture Replacement Construction Services	210	6/24/19	1/19/20	2/19/20	\$4,221,574.00		\$895,123.56	\$891,076.00			\$4,221,574.00	June 18, 2019 Board Meeting (R-2019- 0353) Approved 9/27/19	CRC 8/22/20
		CO No 1 RNDPO								\$6.00	(\$334,165.00)			Approved on 10/29/19	
		CO No 2 ARCONAS_JCW DPO								\$0.00	(\$1,047,261.38)			Approved on 10/29/19	
		GMP Adjustments							\$2,893,445.29	\$253,383.69					CRC 12/16/2020
Amendment No.3 Work Order MC07	AP ELIGIBLE - EXHIBIT A APPLIES	84804	150	1/29/20	6/26/20	7/26/20	\$576,239.00			\$73,156.00			\$570,239.00	1/27/19 Board Meeting (R-2020- 0014) Approved on 3/30/2020	
		CO No 1 MAMAVA	15							\$6,019.50				Approved by CRC on 7/15/2020	
		CO No 2 Covid-19 Assessment Centers	55		7/22/20	8/21/20				\$4,765.66					
		GMP Adjustments								\$29,767.31					CRC 7/7/2021
Task Order MC08	AP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Additional Inspections, Evaluations and Documentation of Existing Conditions					\$34,792.00			\$0.00	\$34,792.00			Approved 9/27/19	
Work Order MC 09	AP ELIGIBLE - EXHIBIT A APPLIES	Security Improvements at FBI	60	12/9/19	2/6/20	3/7/20	\$198,013.00			\$24,059.55		\$198,013.00		Approved 12/4/2019	
		CO no 1	30		3/7/20	4/6/20		\$17,469.60						Approved 3/30/2020	
GMP Adjustments															
Task Order MC-10	AP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Precon Services					\$41,350.00		\$212,893.30	\$48.45				Approved 2/11/2020	CRC 7/15/2020
Work Order MC-12															
Work Order MC-14	Federal Cross Act	Checkpoint C Modifications													

DEPARTMENT OF AIRPORTS
 AIRPORT IMPROVEMENTS - CHAR FEDERAL CONTINUING CONTRACT
 THE AIRPORT GROUP INC.
 PB NO. DCA 14-1
 CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED EXPIRATION DBE Goal	YEAR 1-2 R-2019-0042 1/15/2019 1/15/2021 12%	1 st EXT YR 3 R-2020-1808 12/30/20 1/15/2022	2 nd EXT YR 4 R-2021-1784 12/7/21 1/15/2023	3 rd EXT YR 5 R-2022-1589 12/20/2022 1/15/2024	CHANG ORDER OR ADJUSTMENT VALUE PLUS TIME	REVISED AMOUNT	DBE Participation	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOWNO CLOSED
Amendment No 4 Work Order MC-15	Excavator Replacement - Construction		2/14/23	3/16/23	\$8,145,981.00		\$2,407,258.00			\$8,145,981.00	Approved 9/15/2020 R-2020-1336	
	CO No 1				\$975,516.00		\$468,595.00			\$975,516.00	6/10/21 Board R-2021-0725	
	CO No 2				\$343,870.39		\$110,455.72			\$343,870.39	Approved 20/1/2022 (R-2022-0099)	
	CO No 3				\$169,422.06		\$4,152.62			\$169,422.06	Approved on 9/20/22 R-2022-0028	
	CO No 4				\$302,284.97		\$93,727.74			\$302,284.97	Approved 10/10/22 R-2022-1159	
	CO No 5			8/1/23	\$0.00		\$0.00			\$0.00	9/12/23 BCC	
	GNP Adjustments											
	Fiscal Amount						\$9,877,684.42			\$0.00		
Amendment No 5	First one year renewal option									\$0.00		
Amendment No 6 Work Order MC-11	ABFF Roof Repairs		8/9/21	9/9/21	\$490,813.00		\$77,217.00			\$0.00	Approved 4/13/2020 R-2020-1028	
	CO No 1		8/31/21	9/30/21	\$0.00		\$0.00			\$0.00	Approved 4/13/21 R-2021-0895	
	GNP Adjustments											
	Second one year option						\$18,552.75					CRC 12/29/21
Amendment No 7												
Task Order MC-17	New ABFF Facility-Precast				\$44,000.00		\$10,000.00			\$44,000.00	Approved 1/1/22	
MC 17 W/O ABFF	New ABFF Construction						\$14,000.00					

DEPARTMENT OF AIRPORTS
AIRPORT IMPROVEMENTS CONTRACT FEDERAL CONTINUING CONTRACT
THE HERTZ GROUP INC.
CPA NO: 00A 183
CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED EXPIRATION DBE Goal	YEAR 1-2 R-2019-0042 1/16/2019 1/16/2021 12%	1 st EXT YR 3 R-2020-1808 12/8/20 1/15/2022	2 nd EXT YR 4 R2021-1784 12/7/21 1/15/2023	3 rd EXT YR 5 R2022-1669 12/29/2022 1/15/2024	TO/NO CLOSED										
REF DOC	FUNDING SOURCE	DESCRIPTION	TIME(Gal Days) for Substantial)	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT VALUE PLUS TIME	REVISED AMOUNT	DBE Participation	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	
Amend No 8 WO MC-02	FDOT	LNA NEC Corrections (see bid year continuation) CO No 1	166	12/28/22	8/1/23	7/11/23	\$478,604.00	\$90,000.00		\$53,118.00			\$478,604.00	12/28/22 Board Approved 9/22/23 CRC 8/21/23	
		CO No 2	90		9/23	10/23		\$30,000.00				\$0.00			
		CO No 3	30		10/23	11/23	\$0.00	\$18,000.00							
		GMP Adjustments	18		10/23	11/23		\$18,000.00	\$479,604.00						
Amend No 9 WO MC-16	FDOT	Terminal Roof Improvements	429	2/1/23	4/16/24	5/16/24	\$4,422,600.00			\$1,026,248.90			\$4,422,600.00	2/7/23 Board Meeting R-2023-1445	
MC-18	FFCR/FDOT/Bechtel BL7	Pre-Conditioned Air-Prison					\$41,250.00		\$41,250.00	\$4,956.00	\$41,250.00			Approved 11/20/22	
MC-19	FDOT	P88 Landside Security	240	7/17/23	3/12/24	4/11/24	\$2,277,200.00		\$41,250.00	\$284,201.12			\$2,277,200.00	7/11/23 Board R-2023-0978	
MC-20	FDOT	Storm Resiliency	236				\$817,600.00		\$2,277,200.00						
MC-21	FAA	Pre-Conditioned Air-Construction	646	10/9/23	7/15/25	8/14/25	\$13,662,600.00		\$13,662,600.00	\$1,660,323.04			\$13,662,600.00	10/23 Board R-2023-1445	
		Total					\$40,389,333.00	\$701,719.00	\$39,742,684.49	\$7,035,054.92	\$1,046,599.73	\$189,013.00	\$40,876,445.42		

Notes:
Classified project
Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking
Document Approval Authority: Lead Dept BCC
Task Order Approval Authority: Lead Dept BCC
Amendment Approval Authority: Lead Dept BCC

Approved Authority: Authority
CO Value: \$250,000
See Note 1: \$5,000,000
See Note 2: \$110,000

Days: 630 days
Lead Dept: BCC
BCC: BCC

Cumulative Value - Revised as of 2/28/24
1
2
When the cumulative time extensions approved by the Lead and/or CRC exceeds the original contract term, the contract term shall be extended as follows:
1. When the cumulative time extensions approved by the Lead and/or CRC exceeds the original contract term, the contract term shall be extended as follows:
a. 100 calendar days
b. 100 calendar days

*Time must also be evaluated based on value of LDs for projects over \$1,000,000. The value of the time extension is not included when calculating the cumulative value.

Cumulative Value - Revised as of 2/28/24
1
2
When the cumulative time extensions approved by the Lead and/or CRC exceeds the original contract term, the contract term shall be extended as follows:
1. When the cumulative time extensions approved by the Lead and/or CRC exceeds the original contract term, the contract term shall be extended as follows:
a. 100 calendar days
b. 100 calendar days

Appendix B

State Contract Clauses

**APPENDIX B
STATE CONTRACT CLAUSES**

The Contractor acknowledges and agrees that the provisions of this Appendix B shall apply to any Task Orders/Work Orders/Amendments or projects awarded under this Contract when Florida Department of Transportation funds are used, in whole or in part, to fund or reimburse projects under this Contract. Contractor shall comply with all applicable state and/or federal grant assurance requirements in the performance of its obligations under this Contract, including, but not limited to, the requirements listed below. In the event of a conflict between this Appendix B and the requirements set forth in a specific funding agreement, which are expressly applicable to Contractors and its subcontractors, the terms of the funding agreement shall prevail. Furthermore, Contractor acknowledges and agrees that the Owner may amend or update this Appendix B as it deems necessary or appropriate to ensure compliance with applicable funding requirements.

1. General Civil Rights Provisions (FAA A5.3.2).

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Contractor shall include the aforementioned provision in all subcontracts.

2. Title VI Solicitation Notice (FAA A1.1.1). Contractor shall include the following notice in all solicitations issued under this Contract:

Palm Beach County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Title VI Clauses for Compliance with Nondiscrimination Requirements (FAA A.6.4.1).

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as hereinafter defined), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the non-discrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA A6.4.5).**
- During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities (referred to herein as the "Title VI List of Pertinent Nondiscrimination Acts and Authorities" or "Nondiscrimination Acts and Authorities"), including, but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).
5. **Federal Fair Labor Standards Act (FAA A17.3).** All contracts and subcontracts that result from this Contract must incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
6. **Occupational Health and Safety Act of 1970 (FAA A20.3).** All contracts and subcontracts that result from this Contract must incorporate by reference the requirements of 29 CFR Part 1910 with

the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7. Disadvantaged Business Enterprises (“DBE”) (JPA §10.30).

A. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

The Contractor shall include the aforementioned provision in each subcontract that the Contractor signs under this Contract and shall require subcontractors to include this provision in their subcontracts.

B. Disadvantaged Business Enterprise Participation Goal.

1. DBE Requirements. It is the policy of the Owner that Disadvantaged Business Enterprises (DBE) shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26 shall apply to this Contract. The DBE participation goals for under this Contract for Task Orders/Work Orders/Amendments or project funded in whole or in part with Florida Department of Transportation funds is a minimum of **12% of the GMP**. The Contractor shall be required to achieve the DBE goal or demonstrate good faith efforts to achieve the DBE goal. The Contractor shall be required to submit the following DBE Schedules with the GMP Response:

- (a) Schedule 1 - List of Proposed DBE Firms. Schedule 1 shall contain the required information for all DBE firms participating in the Contract (including DBE firms acting as the prime contractor, subcontractors, manufacturers and suppliers).
- (b) Schedule 2 - Letter of Intent to Perform as a Disadvantaged Business Enterprise. A Schedule 2 must be submitted for each DBE firm listed on Schedule 1. Schedule 2 must be completely filled out and signed by the proposed DBE firm. The amounts listed on Schedule 1 for each DBE firm must be supported by the price included on Schedule 2 in order to be counted toward attainment of the DBE goal.

- (c) Schedule 3 - Demonstration of Good Faith Efforts to Achieve DBE Goal. The Contractor shall indicate how it intends to satisfy the requirements of the RFQ related to DBE participation on Schedule 3. If the DBE goal is not achieved, the Contractor shall submit written evidence of good faith efforts (as provided in Schedule 3) by showing that it took all necessary and reasonable steps to achieve the DBE goal even if the Contractor was not fully successful. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26.
 - (d) Schedule 6 - Bidders and Subcontractor's Information. Schedule 6 must include the required information for the prime contractor and all subcontractors.
- C. Rejection of GMP. The Contractor acknowledges and agrees that the GMP may be rejected by the Owner based upon the Contractor's failure to submit the required DBE Schedules or to demonstrate good faith efforts to achieve the DBE goal if the Contractor is unable to achieve the DBE goal. Copies of the DBE Schedules required to be submitted with the GMP are available upon request from the Owner.
- D. Verification of Certification. Only those firms certified as DBEs by the Unified Certification Program for the State of Florida shall be counted toward the established DBE goal. It is the responsibility of the Contractor to confirm the certification of any proposed DBE.
- E. Reporting/Inspection Requirements
- (1) The Contractor shall be required to submit regular progress reports, in a form and substance as required by the Owner, related to the DBE goal and other affirmative action efforts. Progress reports shall be completed and submitted with each payment request or application for payment. Failure to provide the required progress reports as instructed may result in a delay in processing payment or disapproval of the invoice until the progress report is submitted, as required.
 - (2) Within ten (10) days of the Owner's request, the Contractor shall provide any additional information requested by the Owner to substantiate DBE participation, including, but not limited to, complete copies of the written subcontract or agreement between the Contractor and any subcontractor or supplier, including DBE and non-DBE firms, for the work relative to this Contract. Contractor shall provide complete copies of all DBE subcontracts to the Owner with the first payment request or application for payment and a complete list of the names of all non-DBE subcontractors and the dollar amount of each non-DBE subcontract.
 - (3) It shall be the responsibility of the Contractor to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The Contractor shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify the Owner in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.
 - (4) The Contractor shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date

of this Contract. The records shall be made available to the Owner and/or the U.S Department of Transportation, the Florida Department of Transportation or any of their respective agencies, for inspection upon request. The Contractor shall also require its DBE subcontractors and suppliers maintain their records and documents of payments from the Contractor for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to the Owner and/or the U.S Department of Transportation, the Florida Department of Transportation or any of their respective agencies, for inspection upon request.

- (5) Failure of the Contractor to comply with the DBE requirements of this Appendix shall be considered a material default of this Contract, entitling the Owner to exercise all available remedies under this Contract or the law, including, but not limited to, termination of this Contract.

F. DBE Substitution/Termination.

- (1) The Contractor shall not be permitted to terminate a DBE subcontractor listed in Schedule 1, List of Proposed DBE Firms, without the Owner's prior written consent, and unless the Owner's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed by the DBE subcontractor originally designated to perform such work or supply such material. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm or with another DBE firm. The Contractor may only replace a DBE subcontractor for good cause as set forth in 49 CFR §26.53, as now or hereafter amended, and shall not be permitted to terminate a DBE subcontractor for convenience.
- (2) Before transmitting a request to terminate and/or substitute a DBE subcontractor, the Contractor will be required to give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request approval to terminate and/or substitute the DBE subcontractor, and the reason for the request. The Contractor must give the DBE subcontractor five (5) days to: (i) respond to the notice; and (ii) advise the Owner and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the Contractor's action.

8. **Equal Employment Opportunity (JPA §11.10).** In connection with the carrying out of any project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, the Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of, except contracts for standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction,

demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by Owner setting forth the provisions of the nondiscrimination clause.

9. Federal Certification Regarding Lobbying (JPA §19.10). The Contractor certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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.
- B. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

10. State Prohibition on Using Funds for Lobbying (JPA §19.20). No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

11. Restrictions, Prohibits, Controls, and Labor Provisions (JPA §21.00). During the performance of this Contract, the Contractor agrees as follows and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Contract:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of

the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Owner.
- D. Neither the Contractor nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Owner has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires such interest, and if such interest is immediately disclosed to the Owner, the Owner, with prior approval of FDOT, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the contract relating to such contract, subcontract or arrangement. The Contractor shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of Palm Beach County during his tenure or for 2 years thereafter shall have any interest, direct or indirect in this Contract or the proceeds thereof.”

12. Employment Eligibility (JPA §23.00). Contractor shall:

- A. Utilize the U S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract; and
- B. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Contractor term.

13. Inspector General Cooperation (JPA §24.00). The Contractor agrees to comply with Section 20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

14. Compliance with Laws, Rules, and Regulations, Guidelines and Standards (FDOT). The Contractor shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Contract and all federal, state, and local laws and regulations applicable to this project.

15. **Unauthorized Aliens (FDOT).** FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.
16. **Procurement of Construction Services (FDOT).** If the project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project, fifty percent (50%) or more of the cost of the project is to be paid from state-appropriated funds, then the Contractor must comply with the requirements of Section 255.0991, Florida Statutes.
17. **Approval of Third Party Contracts (FDOT).** The Owner specifically reserves the right to review and approve any and all third party contracts with respect to any project before the Contractor executes or obligates itself in any manner requiring the disbursement of funds, including amendments to contracts. If the Owner chooses to review and approve third party contracts for a project and the Contractor fails to obtain such approval, which shall be sufficient cause for nonpayment by the Owner. The Owner specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.
18. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the State of Florida, Florida Department of Transportation, including their respective officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.