Agenda Item: 6B-3

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

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Meeting Date: July 11, 2023	[]	Consent Workshop	[X] Regular [ ] Public Hearing
Submitted By: Department of Airports	N DESIGNAT PROGRAT ESSENCE SECOND SEC	MINEL SIGNER STORES SHOWL SHOWLE SHOW AND ASSESSED SERVICE SHOWLE SHOW SHOWS SHOW SHOWS SHOW SHOWS SHOW SHOW	

#### 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 Miscellaneous Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$1,113,000 and 182 Calendar Days for Work Order SMC 18: Domestic Water Valve Replacement Phase 2 at Palm Beach International Airport (PBI); and
- (B) A Budget Transfer of \$1,113,000 in the Airport's Improvement and Development Fund.

**Summary:** The Contract with MGI for CM at Risk Services for Miscellaneous Airport Improvements for the Department was approved by the Board on August 20, 2019 (R-2019-1221). 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 for the Department. MGI is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. This solicitation for CM contractors was advertised on September 23, 2018 according to the Small Business Enterprise (SBE) Ordinance in place at the time, with a 15% SBE goal. MGI is on notice that all Guaranteed Maximum Price (GMP) issued pursuant to this contract will be subject to the requirements of the Equal Business Opportunity (EBO) Ordinance, including requesting Affirmative Procurement Initiatives (API's) be set prior to bidding the subcontracts. MGI along with their S/MBE teaming partner Cooper Construction Management and Consulting, Inc. (Cooper) were one of two firms selected to provide project management and construction supervision services. The Contract value to date is \$8,182,999.70. The County exercised the first one (1) year renewal option on August 17, 2021 (R 2021-1023). The County exercised the second one (1) year renewal option on July 12, 2022 (R 2022-0677). The County exercised the third and final one (1) year renewal option on June 13, 2023. Amendment No. 12 in the amount of \$1,113,000 and 182 Calendar Days will enable MGI to complete SMC 18: Domestic Water Valve Replacement Phase 2 at PBI. This project includes replacement of 70 water valves throughout the terminal including removal and replacement of ceilings to access the work areas. The project is phased and was first presented to the Goal Setting Committee on July 1, 2020. An Affirmative Procurement Initiatives (API's) of 20% SBE participation was applied. The subcontractor SBE participation on this project is 26.95%. In addition, MGI's S/MBE teaming partner, Cooper, will provide 15% of the Construction Management Fees. Current cumulative subcontractor S/M/WBE participation for all work orders to-date under this contract including this amendment is 41%. Pursuant to changes to Chapter 332, Florida Statutes, effective July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of \$1,000,000 on a consent agenda. This amendment exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

Background and Policy Issues: (Continued on Page 3)

#### **Attachments:**

- 1. Amendment No. 12 to CM at Risk Contract with MGI (w/Contract History) (3 originals)
- 2. OEBO Schedules
- 3. Budget Transfer

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Recommended By: (	& Roura Berle	6-15-73
	Department Director	Date
Approved By:	1/CBaker	6/20/23
<del>-</del>	County Administrator	\ Date

#### **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fisc	cal Impact:				
Fiscal Years	20 <u>23</u>	20 <u>24</u>	20 <u>25</u>	20 <u>26</u>	20 <u>27</u>
Capital Expenditures Operating Costs External Revenues (Grants)	\$1,113,000				
Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	\$1,113,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Bu Does this item include the use	_	s?	Yes N	lo <u>X</u>	
Budget Account No: Fund <u>4</u> Reportin	111 Department g Category				-
B. Recommended Sources of	Funds/Summary	y of Fisca	I Impact:		
This item increases the budg	et for the above p	roject. Fu	nds will be tra	nsferred from F	Reserves.
C. Departmental Fiscal Review	v: Webbech	Sunca	uson 6/	[23 (Elw) 6-1	
	III. REVIEW	COMME	<u>NTS</u>		
A. OFMB Fiscal and/or Contra	ıct Development	and Cont	rol Comment	ts:	
ASDUM 6/12/23 WI	= 1/1/23 Esw/12-23	Contra	act Dev. and	Molent G	2/12/2:
B. Legal Sufficiency:		,			
Assistant County Attorney	<u>16</u> /23				
C. Other Department Review:					
Department Director	<del></del>				
REVISED 11/17					

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

#### (Continued from Page 1)

**Background and Policy Issues:** The existing domestic water valves throughout the terminal are nearing the end of their useful life and have been programmed to be replaced. The first phase included replacement of 13 valves that were considered a priority due their location and impacts to the facility during construction. This work order will include replacing 70 valves in addition to removal and replacement of ceilings to access the work areas. The work will be completed at night to minimize disruption to the tenants and passengers. Builder's Risk insurance for this work will be provided by the contractor prior to the start of construction.

# Print Date 6/1/2023 11:41:06 AM



# Palm Beach County

# Compliance Summary Report

Vendor Name	1	1	Insurance Carrier	Policy #	Eff, Date	Exp. Date	Coverage	Contract Number Contract Name DOA 18-13(Main CM at Risk for	Contract Name CM at Risk for
The Morganti Group, Inc. Modilled			Compliant					account )	Miscellaneous Airport Improvements
Ag, XV Th Co		≓రి	The Continental Insurance Company	7036105471	12/31/2022	12/31/2023	Auto Liability		
A , XV Star		Stal	Starr Indemnity & Liability Company	1000584535221	12/31/2022	12/31/2023	12/31/2022 12/31/2023 Excess Liability		
Ag , XV Natio		Natio of He	e Insu	ırance Company 7036105454	12/31/2022	12/31/2022 12/31/2023	General Liability		
Ag , XV The Conti		The C Comp	The Continental Insurance Company	7036105499	12/31/2022	12/31/2023	12/31/2022 12/31/2023 Workers Comp		

Standard - General Services-AOA

 Risk Profile:
 Standard - General Services-AOA

 Required Additional Insured:
 Palm Beach County Board of County Commissioners

 Ownership Entity:

# 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 9<sup>th</sup> day of May, 2019, in accordance with the laws of the State of Connecticut, the Articles of Incorporation and the Bylaws of the Corporation.

RESOLVED that the corporation shall enter into that certain Contract, DOA 18-13 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 <u>Stephen Sines</u>, the <u>Vice President Operations</u>, 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 18<sup>th</sup> day of July, 2019.

51

(Signature)

(Witness)

Subscribed and sworn before me by Nabil Takla this 18th day of July, 2019

AUDITH E. ANNUNZIATA
NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31, 2021

## R2023 0979 JUL 112023

# AMENDMENT NO. 12 TO THE CONTRACT BETWEEN

# PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND THE MORGANTI GROUP, INC.

#### FOR

# CONSTRUCTION MANAGEMENT SERVICES MISCELLANEOUS AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-13

This Amendment No. 12 to the Contract is made as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 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 U.S. Highway 1, Suite C, Jupiter, FL 33469.

WHEREAS, the Owner and CONSTRUCTION MANAGER acknowledge and agree that the Contract between Owner and **THE MORGANTI GROUP, INC**. dated <u>August 20, 2019 (R-2019-1221)</u> is in full force and effect and that this merely supplements said Contract; and

WHEREAS, on June 2, 2020, the County entered into Amendment #1 (R-2020-0556) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on June 16, 2020, the County entered into Amendment #2 (R-2020-0634) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on November 17, 2020, the County entered into Amendment #3 (R-2020-1778) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on April 6, 2021, the County entered into Amendment #4 (R-2021-0463) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on April 6, 2021, the County entered into Amendment #5 (R-2021-0418) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on August 17, 2021, the County entered into Amendment #6 (R-2021-1023) with the CONSTRUCTION MANAGER exercising the first one (1) year renewal option and that this merely supplements said Contract; and

WHEREAS, on August 17, 2021, the County entered into Amendment #7 (R-2021-1161) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on December 21, 2021, the County entered into Amendment #8 (R-2021-1951) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on April 12, 2022, the County entered into Amendment #9 (R-2022-0373) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on July 12, 2022, the County entered into Amendment #10 (R-2022-0677) with the CONSTRUCTION MANAGER exercising the second one (1) year renewal option and that this merely supplements said Contract; and

WHEREAS, on June 13, 2023, the County entered into Amendment #11 (R-2023-076) with the CONSTRUCTION MANAGER exercising the third one (1) year renewal option and that this merely supplements said 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 including Pre-Construction Services.

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

#### (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 \$1,113,000.00 for the construction costs for Work Order SMC 18: Domestic Water Valve Replacement-Phase 2 at Palm Beach International Airport.

#### (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	152	\$1,000/ Cal Day
Final Completion	182	\$0/ Cal Day

- Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.
- (4) Attachments Exhibit A

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.

has hereunto set its hand the day and year above written	
	R2023 0979 JUL 112023
JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT & COMPTROLLER  By: Deputy Clerk	PALM BEACH COUNTY, FLORIDA A Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS  By:  Gregg K. Weiss, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Onne Odekant County Attorney	By: Suga Bube Director of Airports
WITNESS:	
FOR CONSTRUCTION MANAGER	CONSTRUCTION MANAGER:
Signature	Signature
Name (type or print)	Stephen Sines Name (type or print)
	Vice President of Operations Title
	(Corporate Seal)

# **EXHIBIT A**

# **GMP Construction Bond**

# **Guaranteed Maximum Price (GMP)**



# SMC18 Domestic Water Valve Replacement Phase 2 Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP) 5/23/2023 FINAL











#### **TABLE OF CONTENTS**

<u>SECTIONS</u> <u>Status</u>

#### 1- Guaranteed Maximum Price

INCLUDED

A summary of construction division line items costs including construction components, general conditions, general requirements, bonds & insurance, and fees.

#### 2- Subcontractor Summary

INCLUDED

A subcontractor summary entailing the bidders, SBE values, and associated costs.

#### 3- General Conditions

INCLUDED

An itemized list of general condition items such as temporary barriers, dumpsters and various supplies needed to execute the work.

#### 4- Staffing

INCLUDED

A breakdown of construction management staff with utilization rate, quantity in months and total labor costs.

#### 5- Assumptions and Clarifications

INCLUDED

A breakdown of assumptions and clarifications related to this specific project including a summary of unique facets of the project.

#### 6- Construction Schedule

INCLUDED

A summary-level construction schedule in bar chart format

#### 7- Contract Documents

INCLUDED

Drawing Log, Specification Log, RFI Log

#### 8 - SBE Bid Participation Summary

INCLUDED

Summary list of subcontractor bids received and SBE firms.



### **Guaranteed Maximum Price**





#### Palm Beach County Department of Airports

#### SMC18 Domestic Water Valve Replacement Phase 2

Date:

May 23, 2023

Owner:

Palm Beach County Department of Airports

CM:

The Morganti Group, Inc.

Architect:

**AECOM** 



FINAL

#### **Guaranteed Maximum Price**

		Estimated		Guaranteed
Division	Description	Quantity	Unit	Max Price
90000	Finishes	1	ls	\$ 205,054.00
220000	Plumbing	1	ls	\$ 540,930.00
230000	Mechanical/Electrical Budget	1	ls	\$ 15,000.00
	Subtotal: Division 1-33			\$ 760,984.00
	Reimbursable General Conditions	1.00	ls	\$ 6,330.00
	Subtotal			\$ 767,314.00
	General Liability Insurance	1.00	ls	\$ 17,582.00
	Builder's Risk Insurance	1.00	ls	\$ 7,326.00
	Payment and Performance Bonds	0.0103	ls	\$ 11,464.00
	Subtotal			\$ 803,686.00
	Construction Contingency	1.00	ls	\$ 40,000.00
	Fee	5.00%	%	\$ 40,185.00
	Construction Staffing	1	ls	\$ 213,109.00
	Subtotal			\$ 1,096,980.00
	Material Cost Escalation Contingency	1.00	ls	\$ 5,000.00
	Subtotal			\$ 1,101,980.00
	Preconstruction Fee	1.00%	ls	\$ 11,020.00

TOTAL GMP \$ 1,113,000.00

#### **Subcontractor Summary**

Bid Package	Description	Bidder	SBE Value	Amount of Proposal	Addendum Received	Amount Utili GMP	zed in
DIVISION	090000: Finishes					4.1	
9A	Finishes	Atlantic Interior Services Inc.	\$ 205,054	\$ 205,054	\$ 1	\$ 20	05,054
DIVISION :	220000: Plumbing						
22A	Plumbing	Anchor Mechanical	\$ -	\$ 540,930	\$ 1	\$ 54	40,930
DIVISION :	230000: Mechanical/Elect	rical					
23X	Mechanical/Electrical Budget	TBD	\$ -	\$ -	\$ 1	\$	15,000
		L	\$ 205,054	***************************************	Subtotal:	\$ 760,	984.00

	 SBE Participation Dollars	% of Bid Work
SBE Subcontractor Total:	\$ 205,054	26.95%
SBE Cooper %:	\$ 39,931	15.11%

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Total Guaranteed Maximum Price \$ 1,113,000.00



### **General Conditions**



#### **GMP GENERAL CONDITIONS**

GWIF GENERAL CONDITIONS									
	Utilization	End the Could be seen and the	o film of the color	g garger valve garrena a termografija en herver ogs	\$				
ITTIA DECODIDEION		OTV	Unit	Unit Cost	٦	Cost	Remarks		
ITEM DESCRIPTION	Rate	QTY.	Unit	Unit Cost		Cost	Remarks		
			1.		\$				
LAYOUT			ls.		\$				
Layout Partitions			sf.						
Independent Surveyor	-	-	ls.	-	\$				
Ground penetrating radar	-	_	ls.	-	\$				
As-Built Survey	-	-	ls.	-	\$				
TESTING AND COMMISSIONING									
Third Party Testing & Inspections	1	-	ls.		\$	-			
TEMPORARY FACILITIES				105.00	Φ.				
Chemical Toilets - Contractor	1		mo.	125.00	\$	-			
TEMPORARY CONSTRUCTION					$\vdash$				
Temporary Fence / 6' Windscreen w gate- Rent	1	-	lf.	13.00	\$	-			
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$	-			
Temporary Fire Protection	1		ea	200.00	\$	-			
Job Signs	1	2.00	ls.	1,500.00	\$	3,000			
Laydown Area: Fence	1		lf.	13.00	\$				
Laydown Area: Stabilization	1		sf	2.50	\$	-			
Laydown Area: Stabilization	1		sf	0.40	\$	-			
Laydown Area, God Nestoration	<del></del>		- 01		┿				
					_				
CLEAN UP					<b>†</b>				
Final Cleaning	1		ls.	640.00	\$	-			
10 YD - Dumpster	1	3.0	ld.	600.00	\$	1,800			
10 YD - Tip Dumpster	1		ld.	350.00	\$	-			
10 10 The Bernhoter									
SUPPLIES									
First Aid Supplies	1	3.0	mo.	50.00		150			
Safety Supplies (Non PPE)	1	3.0	ea.	50.00		150			
COVID- 19 Supplies	1	3.0	ea.	150.00		450			
Weather Thermometer (Weather Station)	1	-	ea.	500.00		-			
Reproduction Expenses	1	1.0	set	200.00	\$	200			
LITU ITIEC					┼				
UTILITIES  Construction Electric Power - Monthly	1	-	mo.	350.00	9	_			
Water Consumption - Monthly	1 1	-	mo.	225.00					
water consumption - Wontnly		-	1110.	223.00	\$				
EQUIPMENT	+		ls.		\$	-			
Small Tools	1	0.5	ea.	760.00		380			
Omaii 100is	<u> </u>	0.0	<del> </del>	, 00.00	Ť				
MISC. REQUIREMENTS									
Project Closeout	1	0.5	ls.	400.00	\$	200			
					<u> </u>				
SUB TOTAL GENERAL CONDITIONS					\$	6,330			
		l	I		l				



#### SECTION- 4

## Staffing

#### **GMP STAFFING**

		T . ITH ITATION	OT) (INI	LINUT	TO	TAL DATE
ITEM#	POSITION OR TITLE OF STAFF	UTILIZATION	QTY IN	UNIT PRICE	10	TAL RATE
		RATE	MONTHS	PRICE	\$	·
Constru	uction Staff: Contract- Year 4 (8/20/22-8/19/23)				Φ	
					<u> </u>	0.000.00
1	Home Office Employees - Sines, Martin, Neese	0.10	1	\$ 23,300	\$	2,330.00
2	Sr. Project Manager - Jennifer Uman	0.21	1	\$ 18,400		3,864.00
3	Lead Superintendent - Gregory Bellamy	0.25	1	\$ 19,000		4,750.00
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.43	11	\$ 12,000		5,160.00
5	Project Superintendent - Night - TBD	1.00	11	\$ 19,000	\$	19,000.00
6	Project Superintendent - Day - Not used	0.00	0	\$ 19,000		-
7	Project Coordinator- Brittany Crutcher	0.20	1	\$ 9,200	\$	1,840.00
8	Field Office (Trailer)	0.30	1	\$ 2,700		810.00
9	Field Office move in/set up/move out	0.00	0	\$ 3,600	\$	-
				SUBTOTAL	\$	37,754.00
ITEM#	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TC	TAL RATE
Constru	uction Staff: Contract- Year 5 (8/20/23-8/19/24)				\$	-
0011041	, , , , , , , , , , , , , , , , , , , ,				Π	
1	Home Office Employees - Sines, Martin, Freese	0.10	4	\$ 24,500	\$	9,800.00
2	Sr. Project Manager - Jennifer Uman	0.20	4	\$ 19,300	_	15,440.00
3	Lead Superintendent - Gregory Bellamy	0.25	4	\$ 19,800	_	19,800.00
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.43	4	\$ 12,600	_	21,672.00
5	Project Superintendent - Night - TBD	1.00	4	\$ 19,800		79,200.00
6	Project Superintendent - Night - 188	0.00	0	\$ 19,800		
7	Project Coordinator- Brittany Crutcher	0.20	4	\$ 9,600	_	7,680.00
8	Field Office (Trailer)	0.30	4	\$ 2,800		3,360.00
9	Field Office move in/set up/move out	0.00	0	\$ 3,900	_	-
9	Field Office move in/set up/move out	0.00	0	φ σ,σσσ	Ť	
				SUBTOTAL	\$	156,952.00
Constru	uction Staff: Contract- Year 5 (8/20/23-8/19/24)	T		Ī	Π	
1	Home Office Employees - Sines, Martin, Freese	0.10	0.5	\$ 24,500	\$	1,225.00
2	Sr. Project Manager - Jennifer Uman	0.30	0.5	\$ 19,300		2,895.00
3	Lead Superintendent - Gregory Bellamy	0.25	0.5	\$ 19,800		2,475.00
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.43	1	\$ 12,600		5,418.00
5	Project Superintendent - Night - RBD	0.50	0.5	\$ 19,800	_	4,950.00
6	Project Superintendent - Night - NBB	0.00	0.0	\$ 19,800	_	-,
7	Project Coordinator- Brittany Crutcher	0.30	0.5	\$ 9,600	_	1,440.00
8	Field Office (Trailer)	0.30	0.0	\$ 2,800	_	-
ED SOLD STATE OF THE SOLD STAT				SUBTOTAL	\$	18,403.00
			TOTAL C	TAFF COSTS		







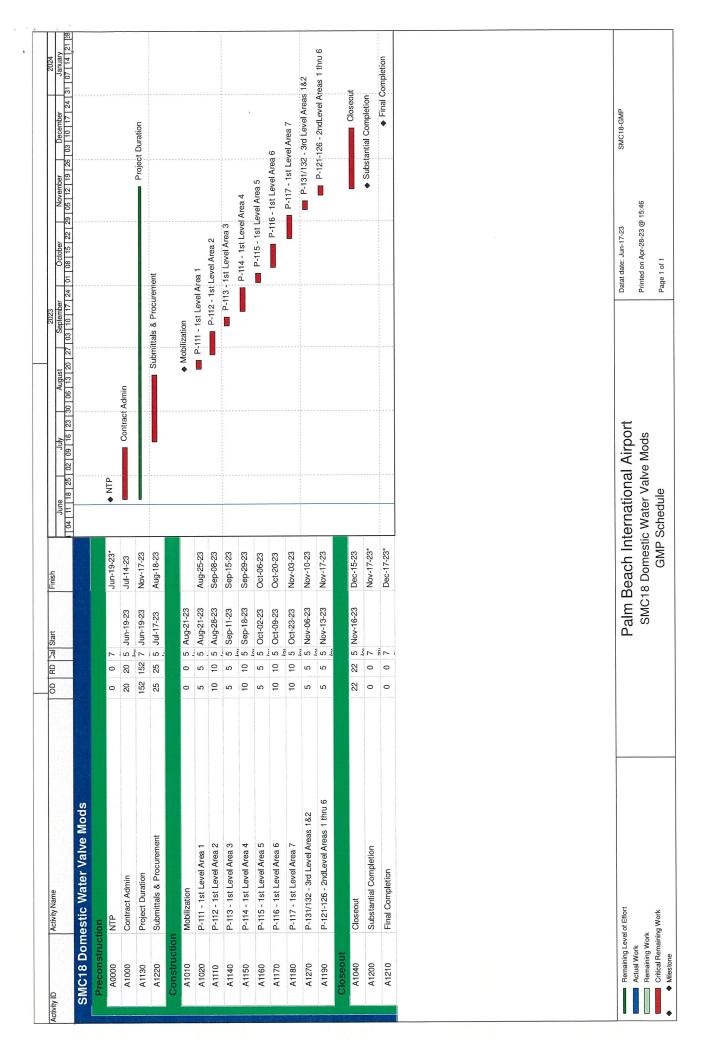
#### BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

Item	Div	Scope	Description
01	00	Documents	The GMP includes replacement of 70 domestic water valves, new valve tags for an additional 117 water valves, associated removal/replacement of ceilings to access the work areas, and installation of ceiling access panels for permanent code-compliant access, in accordance with the Bid Set drawings prepared by AECOM dated 9/22/22.
02	00	Temp Water	Temporary water for construction use will be sourced from a hose bib located near the work area.
03	00	Temp Power	Temporary lighting and power will utilize the existing circuits.
04	00	Existing	GMP does not include repairs for any damaged existing conditions that are encountered within areas not included in the project area.
05	00	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	00	Schedule	The GMP is based on a 152 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.
07	00	Working Hours	The working hours for this project are 7pm to 330am
08	00	Davis Bacon	GMP does not include Davis Bacon Wages or Certified payroll.
09	00	Buy American	GMP does not include Buy American requirements.
10	00	PBC Living Wage	GMP includes a Palm Beach County Living Wage minimum of \$13.67 through Sept 30, 2023.
11	00	DBE Goal	GMP does not include a DBE goal.
12	00	SBE Goal	GMP includes 26.95 % SBE participation
13	00	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 : Hazardous materials testing and abatement
14	01	Escalation	A Cost Escalation Owner Contingency of \$5,000.00 is included to offset price escalations instituted after the GMP is established.
15	01	Coordination	The Owner and/or tenants shall be responsible for removing all valuables and relocating any obstructions that inhibit the CMR and its subcontractors from access to the areas of work.
16	01	Coordination	A \$15,000 Budget is included for the work of other trades (Mechanical, Electrical, etc) that may be required to complete the work and/or provide code-compliant access to the water valves included in this scope of work.
17	09	Finishes	New ceiling access panels are included to provide permanent code-compliant access to valves located above drywall ceilings where no access is currently present or where the access panel is smaller than 2' x 2'. Lockable access panels will be provided at locations in the Customs Hall which are less than 8' above the walkable surface.
18	09	Finishes	Existing ACT grid and tiles removed in order to perform the scope of work will be reinstalled.
19	10	Specialties	Existing bird netting removed in order to perform the scope of work will be reinstalled and secured with UV-stabilized tie wraps.
20		Plumbing	Costs for plumbing code deficiencies that are not specifically identified in the construction documents are excluded



### **Construction Schedule**







#### **SECTION-7**

## **Contract Documents**

# Palm Beach County Department of Airports SMC18 Domestic Water Valve Modifications Phase 2

#### 00400 Document Log

General	DRAWINGS  Cover Sheet and Index		
General	Cover Sheet and Index		
	Cover Sheet and Index		
Cover C		9/22/2022	1/25/2023
Plumbing			
P-100 V	alve Chart	9/22/2022	1/27/2023
P-101 O	Overall First Level Plan	9/22/2022	1/25/2023
P-111 1	st Level Terminal Area 1	9/22/2022	1/25/2023
P-112 1	st Level Terminal Area 2	9/22/2022	1/27/2023
P-113 1	st Level Concourse C Area 3	9/22/2022	1/27/2023
P-114 1	st Level Concourse C Area 4	9/22/2022	1/27/2023
P-115 1	st Level Concourse B Area 5	9/22/2022	1/25/2023
P-116 1	st Level Concourse B Area 6	9/22/2022	1/27/2023
P-117 1	st Level Concourse A Area 7	9/22/2022	1/27/2023
P-120 O	Overall Second Level Plan	9/22/2022	1/25/2023
P-121 2	nd Level Terminal Area 1	9/22/2022	1/25/2023
P-122 2	nd Level Terminal Area 2	9/22/2022	1/25/2023
P-123 2	nd Level Concourse C Area 3	9/22/2022	1/25/2023
P-124 2	nd Level Concousre C Area 4	9/22/2022	1/25/2023
P-125 2	nd Level Concourse B Area 5	9/22/2022	1/25/2023
P-126 2	nd Level Concourse B Area 6	9/22/2022	1/25/2023
P-130 O	Overall Third Level Plan	9/22/2022	1/25/2023
P-131 3	rd Level Terminal Area 1	9/22/2022	1/25/2023
P-132 3	rd Level Terminal Area 2	9/22/2022	1/25/2023
	SPECIFICATIONS		
Div 15 Mechanical	JELCHICATIONS	9/22/2022	11/16/2022
	General Provisions	9/22/2022	11/16/2022
		9/22/2022	11/16/2022
	Potable Water Systems Plumbing Piping	9/22/2022	11/16/2022

#### Palm Beach County Department of Airports SMC18 Domestic Water Valve Modifications Phase 2

#### 00400 Prebid RFI Log

RFI#	RFI Title	Date of Question	Date of Response
Pre-Bid 001	Valve Tag Specification	2/10/2023	2/28/2023
Pre-Bid 002	Valve Specification	2/10/2023	2/28/2023
Pre-Bid 003	Valve T052 - Size	2/10/2023	2/28/2023



## SBE Bid Participation Summary

Palm Beach County Department of Airports SMC18 Domestic Water Valve Replacement Phase 2 THE MORGANTI GROUP INC.

# **SBE Bid Participation Summary**

DIVISIONS & DESCRIPTION	BID AMOUNT	SBE	SBE Selection Notes	Status
9A- Finishes				
Alen Construction	piq ou	Yes		Not Selected.
Atlantic Interior Services	\$ 293,235.00	Yes		Selected
22A- Plumbing				
Anchor Mechanical	\$ 540,929.54	No		Selected.
Echols Plumbing	piq ou	No		Not Selected.
General Plumbing	bid on	Yes		Not Selected.
KCL Plumbing	piq ou	No		Not Selected.

# **Public Construction Bond**

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

June 1, 2023

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

RE: SMC18 Domestic Water Valve Replacement Phase 2

Contractor: The Morganti Group, Inc.

Bond No.: 107783221 / 9421645 / ES00014704

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

Bv:

Gabriela Camacho, Attorney-in-Fact

c/o Alliant Insurance Services, Inc. 131 Oliver Street, 4<sup>th</sup> Floor 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 ROSTON . Massachusetts , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and

BOSTON , Massachusetts , their true and lawful Attorney(s)-in-Fract 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.

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

Robert L. Raney, Senior Vice President

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 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 Assistant 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 1st

day of June

, 2023







Kevin E. Hughes, Assistant Secretary

#### 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 25th day of June, A.D. 2019.







auri & Brown

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 25th day of June, A.D. 2019, 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, deposeth 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.

and a

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Constance a. Dunn

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. 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 of 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 1st day of June \_\_\_\_\_\_, 2023 \_\_\_.

(SEAL)





Brian M. Hodges, Vice President

Bus Hodges

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
www.reportsfclaims@zurichna.com
800-626-4577



#### 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.

Reinsurance Company SEAL 1973
SEAL 1973
SELAWARE W

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15<sup>th</sup> 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

Linda Robins, Notary Public

Lada Polin

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 1st day of June 2023

SEAL 1973 COLAWAM \*

By: Nicole Chase, Assistant Secretary

#### PUBLIC CONSTRUCTION BOND

BOND NUMBER 10778	3221, 9421645, ES00014704
BOND AMOUNT One M	fillion One Hundred Thirteen Thousand and 00/100 Dollars (\$1,113,000.00)
CONTRACT AMOUNT	One Million One Hundred Thirteen Thousand and 00/100 Dollars (\$1,113,000.00)
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  Travelers Casualty and Surety Company of America / Zurich American Insurance Company  Everest Reinsurance Company
SURETY 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
SURETY'S PHONE:	(860) 277-0111 / (847) 605-6000 / (908) 604-3000
OWNER'S NAME: PALM	I BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER'S ADDRESS:  OWNER'S PHONE:	c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, Florida 33406-1470 (561) 471-7462
PROJECT NAME: <u>SM</u>	C18 Domestic Water Valve Replacement Phase 2
PROJECT NUMBER: SI	MC18
CONTRACT NUMBER (to	be provided after Contract award): R-2023-0979
DESCRIPTION OF WORK:_including installation of access	Replacement of 70 domestic water valves in the terminal and concourses, panels in drywall ceilings for future access
PROJECT ADDRESS, PCN, o	or LEGAL DESCRIPTION:
3200 Belvedere Rd, W	Vest Palm Beach, FL 33406
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.

Public Construction Bond - 1

4010422 DOA 18-13 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

One Million One Hundred Thirteen Thousand and 00/100 Dollars (\$1,113,000.00)

(Here insert a sum equal to the Contract Price)

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 entered into a contract with the County for

Project Name: SMC18 Domestic Water Valves Phase 2

Project No.: SMC18

Project Description: Replacement of 70 domestic water valves

Project Location: Palm Beach International Airport

3200 Belvedere Road

West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: AECOM

LOCATION OF FIRM: 7650 West Courtney Campbell Causeway, Tampa, FL

33607

PHONE: (813) 286-1711

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 July 11, 2023 between Principal and County Palm Beach Contract No. Amend. 12 (WO SMC 18), the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
- 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

- 3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- 5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Detect. July 11, 2023		
Dated:	The Morganti Group, Inc.	171
Witness	Principal (Se	eal)
Nicole M. Callanan	Tramer Rushaudat  President 1 (EO)	)   \
Print Name  Will Manne	Title Travelers Casualty and Surety Company of American Insurance Company Everest Reinsurance Company	Ca   OF   S
Witness	Surety (Se	eal)
Laurie Rothwell	Gabriela Camacho, Attorney-in-Fact FL Non-Resident License No. W570767	1;7)
Print Name	Title	



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

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.

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

Robert L. Raney. Senior Vice President

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 Assistant Vice President, any Assistant Vice President, any Assistant Vice President, 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 11th day of July









Mar E. Hughes, Assistant Secretary

## 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 25th day of June, A.D. 2019.







ATTEST:

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

By: Robert D. Murray Vice President

auri & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 25th day of June, A.D. 2019, 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, deposeth 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.



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

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## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. 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 of 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  $11th_{day}$  of July . 2023







Brian M. Hodges, Vice President

Buen Hodger

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 www.reportsfclaims@zurichna.com 800-626-4577



## 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** 

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

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 11th day of July 2023



By: Nicole Chase, Assistant Secretary

## **Contract History**

DEPARTMENT OF AIRPORTS
MISCELLANEOUS AIRPORT IMPROVIMENTS - CWAR (LOCAL OEBO PROGRAM)
THE MORGANTI GROUP INC.
PB NG: DOA 18-13
CONTRACT HISTORY

 $a_1 = \cdots = a_{r-1}, \quad b_r = \cdots = \frac{1}{r} = k$ 

						)	CONTRACT HISTORY	RY							
ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED	NO VED	YEAR 1-2 R.2019-1221 8/20/2019	1 <sup>81</sup> EXT YR 3 R-2021-1023 8/17/21		2 <sup>nd</sup> EXT YR 4 R-2022-0677 7/12/22		3 <sup>rd</sup> EXT YR 5								
SBE Goal EXPIRATION		15.00% 8/20/2021	8/20/2022		8/20/2023		8/20/2024								
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	g.	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED
Amendment No 1 SMC-01	1 16% of which 4% MBE (AA and HA)	SMC 01 Terminal Condensation Phase 1	190	6/8/20	12/14/20	1/13/21	\$1,383,500.00						\$1,383,500.00	June 2, 2020 Board (R2020-0556)	1 500
		CO NO 1	80		12/22/20	/		\$34,896.07	\$42,896.07		\$34,896.07	SHEETHING			
		CO NO 2	0		12/22/20	1/21/21		\$72,529.17	\$72,529.17				\$72,629.17	1/12/21 Board Meeting 2021-0053	
N.															
		GMP Adjustments		Υ,				-\$19,806.41		\$1,471,118.83				GRC 7/7/21	CRC 7/7/2021
Amendment No 2 SMC-02	2 20%	SMC 02 Wallis Road Improvements-Phase 1	100	7/14/20	10/21/20	11/20/20	\$434,700.00						\$434,700.00	June 16, 2020 Board R2020-0634	
							Cynth Gell r compl	Cynthia Portnoy: GHP reflected 198 days with completion of 12/22							
		GMP Adjustments								\$392,239.33				1	CRC 7/7/2021
WO SMC 03		SMC 03 Domestic Water Valve Replacement-Field Investigation					\$15,712.00	100			\$15,712.00	SPRINK TOO		Approved 9/1/2020	
		GMP Adjustments						\$0.00		\$15,712.00					DOA Closed
WO SMC 04	MA under \$100k	SMC 04 Domestic Water Valve Replacement-Phase 1 Priority Valves	09	9/16/20	11/14/20	12/14/20	\$93,976.00				\$93,976.00			Approved on 9/11/2020.	
											1.1				
		GMP Adjustments						(\$15,074.79)		\$78,901.21					DOA Closed on 6/17/21
Amend No (SMC 0!	Amend No 3 20% of which 5% is (SMC 05) for MAVBE	SMC 05 Terminal Condensation Phase 2	376	11/30/20	12/10/21	1/9/22	\$3,148,984.00						\$3,148,984.00	R2020-1778 November 17, 2020 Board	
		CO No 1	0					\$43,185.78	\$0.00		\$43,185.78			Approved on 10/14/21	
		CO No 2	0					\$59,007.56	\$0.00	i .	1	\$59,007.56		Approved by CRC 10/20/21	
1		CO No 3	09					\$0.00	\$60,000.00			\$0.00		Approved by CRC 11/03/21	
		CO No. 4- time to final	30		2/8/22	4/9/22		\$0.00			\$0.00				
		CO No. 5- time to final	09			6/8/22		\$0.00			9		\$0.00	7/12/22 Board Meeting (R-2022- 0690)	
		GMP Adjustments								\$3,251,177.34		11	- 1		CRC closed out 11/16/22

DEPARTMENT OF AIRPORTS
MISCELLANEOUS AIRPORT IMPROVEMENTS. CAMR (LOCAL DEBO PROGRAM)
THE MORGAM'I GROUP ING.
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ORIGINAL															
DATE APPROVED		YEAR 1-2 R-2019-1221 R-2010-19 1-2002019 1-5-002019	1** EXT YR 3 R-2021-1023 8/17/21		2 <sup>nd</sup> EXT YR 4 R-2022-0677 7/12/22		3 <sup>rd</sup> EXT YR 5								
XPIRATION		8/20/2021	8/20/2022		8/20/2023		8/20/2024								
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	g N	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOMO CLOSED
Task Order SMC 06	N/A under \$100k	SMC 06 Security Phase 2 -Continuum Upgrade		11/9/20			\$97,530.00					\$97,530.00		Approved by CRC on 11/04/2020	
		GMP Adjustments								\$97,530.00					
		SMC 07 Security Phase 3 - Replace 26 cameras	09	11/9/20	17721	2/6/21	\$59,100.00				\$59,100.00			Approved by the Dept on 10/20/2020	
2 22 22 22 22 22 22 22 22 22 22 22 22 2		Change Order No 1	19		3/5/21	4/4/21		\$0.00	\$0.00			\$0.00			
				. 1											
		GMP Adjustments						(\$12,779.29)		\$46,320.71				Close-out by Lead Dept on 1/25/23	
Amendment No 4 (SMC 08)	SBE Price Preference	SMC 08 Building 846 UPS Upgrade	145	4/12/21	9/3/21	10/3/21	\$438,131.00						\$438,131.00	4/6/21 Board R2021- 0463	
		CO No 1 Time suspended as of 8/23/21. Resumed 1/23/22	68		4/22/2022	5/22/22							72		
		CO No 2 Time Extension	0,		7/1/2022	7/31/22							\$0.00	6/07/22 Board R2022. 0547	
		GMP Adjustments								\$438,131.00					CRC Closeout 11/23/22
Amendment No 5 (SMC 10)	SBE Price Preference	SMC 10 LTG 3 Structural repair	101	4/12/21	7121121	8/20/21	\$221,117.00						\$221,117.00	4/6/21 Board R2021- 0418	
		CO No 1	28		8/18/21	9/17/21		\$0.00			\$0.00	0		Approved on 8/31/21	
1		CO No 2	92		11/18/21	12/18/21	Į.	\$0.00			19	\$0.00		Approved by CRC on 10/20/21	
		GMP Adjustments						(\$39,704.15)		\$181,412.85				Approved by CRC 4/13/22	
Amend No 6	10% SBE	First year time extension								1				8/17/2021 Board Meeting R- 2021-1023	
Amend No 7 (SMC 09)	SBE 10%	SMC 09 Fire Pump Replacement	214	8/25/21	3/26/22	4/25/22	\$605,906.00						\$605,906.00	8/17/21 Board Meeting R2021- 1161	
		CO No 1 Material Delay	145		8/18/22	9/17/22		\$0.00		20			\$0.00	5/3/2022 Board Meeting R-2022- 0402	
. 1		CO No 2 Permitting revision	06		11/16/22	12/16/22		\$0.00	\$30,000.00			\$0.00		Approved at CRC 11/16/2021	
		CO No 3	243		2/17/23 8/16/23 Cynthia Portsoy: Extend Substantial completion by 93 days to 2/17/23.	8/16/23 by 93 days to 2/17/23.		\$0.00					\$0.00	3/14/23 Board	
		GMP Adjustments			rasi competion exercises 22	raint in on clans			-	\$605,906.00					

DEPARTMENT OF AIRPORTS
MISCELLANEOUS AIRPORT IMPROVEMENTS - CMAR (LOCAL OEBO PROGRAM)
THE MORGANTI GROUDI NG.
TO BN NO. DOA 18-13
CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal EXPIRATION	ē ē	YEAR 1-2 R-2019-1221 0,2012019 15,00% 870/2021	1st EXT YR 3 R-2021-1023 8/17/21		2 <sup>nd</sup> EXT YR 4 R-2022-0677 7/12/22 8/20/2023		3 <sup>rd</sup> EXT YR 5 8/20/2024			£						
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	dTN TN	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED	
AmendNo. 8 (SMC 11)		SMC 11 Generator Controllers	135	113/22	5/17/22	6/16/22	\$717,900.00						\$717,900.00	12/21/21 Board (R2021-1951)		
		CO No 1	137		10/1/22	10/31/22								10/4/22 Board R2022- 1107		
		CO No 2	06			1/29/23										
		GMP Adjustments								\$717,900.00						
Amend No 9 (SMC12)		SMC 12 West People Tube Repairs	146	4/18/22	9/9/22	10/9/22	\$889,840.00						\$889,840.00	04/12/22 Board (R2022-0373)		
		CO No 1						\$10,000.00			\$10,000.00			Executed 6/23/22		
		CO No 2	4		9/23/22	10/23/22			\$14,000.00		\$0.00			Executed 11/28/2022		
		GMP Adjustments	1-2	Al age				(\$51,282.57)		\$848,557.43			**		Closed out on 11/30/33	
		SMC 13 CUPPS Expansion	30	9/19/22	10/18/22	10/18/22	\$87,534.00				\$87,534.00					
		CO No 1	06		1/16/23	2/15/23		\$0.00	\$90,000.00			\$0.00			Approved by CRC on 1/4/23	
		CO No 2	۰	1.0	1/16/23	1/16/23		\$18,676.92	\$18,676.92		\$18,676.92				Approved internally on 3/15/23	
		GMP Adjustments							*	\$106,210.92						
SMC 15		SMC 15 F45 Building Repairs - investigation services					\$38,093.00				\$38,093.00		F *1	Approved 1/27/22		
								A. 17			1	1				
		GMP Adjustments								\$38,093.00						

DEPARTMENT OF AIRPORTS
MISCELLANEOUS AIRPORT IMPROVEMENTS. CAMR (LOCAL DEBO PROGRAM)
THE MOROMANI GROUP INC.
PEN OF 100 TO A 18-17
CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal	oΩ	YEAR 1-2 2-2019-1221 8/2012019 15.00%	1 <sup>st</sup> EXT YR 3 R-2021-1023 8/17/21		2 <sup>nd</sup> EXT YR 4 R-2022-0677 7/12/22		3 <sup>rd</sup> EXT YR 5								
EXPIRATION		8/20/2021	8/20/2022		8/20/2023		8/20/2024			The state of the s		Section (Charles Control of the Cont			THE RESIDENCE OF THE PARTY OF T
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	<b>GEN</b>	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE	CHANGE ORDER VALUE REVISED AMOUNT PLUS TIME	LEAD DEPT APPROVAL	CRC APPROVAL BCC APPROVAL	BCC APPROVAL	STATUS	TOMO CLOSED
Amend 10		Second One (1) Year renewal												7/12/2022 Board R2022-0677	
WO SMC 19		SMC 19 Tile Replacement	130	7125/22	12/1/22	12/31/22	\$160,200.00					\$160,200.00			
								1100							
		GMP Adjustments						(\$6,070.34)		\$154,129.66					2/15/23 CRC
Amend 11		Third and Final (1) year renewal			-		-	4						6/13/23 Board	
Amend 12		SMC 18 Domestic Water Valve Replacement								. 1.				7/11/23 Board	
Notes: Closed-out projects Items in Blue are draft	E	Total SMWBE Breakdown Total SMWBE					\$8,232,023.00	\$57,187.62		\$8,289,210.62	\$401,173.77	\$156,537.56	\$7.912,607.17		
Approval Authority for Document Task Order Task Order Amendment	or Task Authorizations	Approval Authority for Task Authorizations (CM @ Riak) - No cummulative tracking Authority Task Obecument Task Ober CRC Cart Task Ober CRC CRC CArtesioners CRC CRC CRC CRC CRC CRC CRC CRC CRC CR	less than \$100,000 \$100,000 <\$200,000 > \$200,000	0000		-	Approval Authority	CO Value \$0:50,000 \$50,001-100,000 \$5100,001		Authority Lead Dept CRC BCC		Cumulative Days 0-30 days 31-90 120	Authority Lead Dept CRC BCC		
							ime Extensions in exce.	see of 90 Dave milet a	be approved by the b	Time Extensions in excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit	Towards the cumun	ative Limit			

## Attachment No. 2

**OEBO Schedules** 

## REVISED 02/28/2019

The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate

3. Modification of this form is not permitted and will be rejected upon submittal.

Note:

## OEBO SCHEDULE 1 CM Fees Only

# LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

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Circo to Domestic Marie Methodellie III Filase Z		
SOLICITATION/PROJECT/BID NAME:	SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC18	
NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group	ADDRESS: 1662 N US Hwy 1 Suite C, Jupiter FI 33469	
CONTACT PERSON: Jennifer Uman	PHONE NO.: 561-689-0200 E-MAIL:	organti.com
SOLICITATION OPENING/SUBMITTAL DATE: 5/2/23	DEPARTMENT: Department of Airports	

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

	(Check all Non-SBE	t all Applicable Categories) M/WBE SB	gories) SBE		DOLLAR AMO	UNT OR PERCEN	DOLLAR AMOUNT OR PERCENTAGE OF WORK	TO THE
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
<ol> <li>Cooper Construction Mgmt 354 Hiatt Dr Palm Beach Gardens, FL 33418</li> </ol>	V Control Cont	$\triangleright$		\$39,931.00		And the state of t		The control of the co
2.								
3.								
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(Please use additional sheets if necessary)			Total	\$39,931.00				
Total Bid Price \$ \$264314.00  CM Fees Only			Total SBE	Total SBE 7/M/WBE Participation \$39,931.00	\$39,931.00			
I hereby certify that the above information is accurate to the best of my knowledge:	rate to the best of	my knowledge:		Prigh	7		Sr Project Manager	nager
				Signature				Title

## **OEBO LETTER OF INTENT - SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2,

All Subcontractors/subconsultants, including any tiered

both parties recognize this Schedule as a binding document.

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC18 SOLICITATION/PROJECT NAME: SMC18 Domestic Water Valve Replacement Phase 2 Prime Contractor: The Morganti Group Cooper Construction Management and Consulting Subcontractor: (Check box(s) that apply) ☑SBE ☐WBE ☑MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable):\_ The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☑Male ☐ Female ☑ African-American/Black ☐ Asian American ☐ Caucasian American □ Supplier ☐ Hispanic American ☐Native American s/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Item Description Line **Unit Price** Quantity/ Contingencies/ Total Price/Percentage Item Units Allowances CM Services \$39,931.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$39,931.00If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant The Morganti Group Cooper Construction Management & Consulting Print Name of Prime Print Name of Subcontractor/subconsulţant Authórized Signature Authorized Signature Jackie W. Cooper, Jr. Jennifer Uman Print Name Print Name Sr. Project Manager President Title Title 05/25/2023 5/26/23 Date: \_ Date:

Revised 09/17/2019

## REVISED 02/28/2019

## OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

	SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC18	ADDRESS: 1662 N US Hwy 1, Suite C, Jupiter, FI 33469	PHONE NO.: 561-689-0200 E-MAIL:	DEPARTMENT: Department of Airports
SMC18 Domestic Water Valve Replacement Phase 2	SOLICITATION/PROJECT/BID NAME:	NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group	CONTACT PERSON: Jennifer Uman	SOLICITATION OPENING/SUBMITTAL DATE: 3/2/23

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

	(Chec Non-SBE	(Check all Applicable Categories)	sgories) <u>SBE</u>		DOLLAR AMO	DOLLAR AMOUNT OR PERCENTAGE OF WORK	TAGE OF WORK	
10		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1 Anchor Mechanical Inc. 1 3677 23rd Ave South, Unit C-102 Lake Worth, FL 33461 561-444-2956		n * **	Republished display and extended allocation (see a second	era kanada k		And the state of t	\$540,930.00	The state of the s
2. Atlantic Interior Services, Inc 2. 208 N US Hwy One, Suite 2 Jupiter, FL 33469 561-575-4499			<u> </u>		The second secon		\$205,054.00	
<ul><li>3. Mechanical/Electrical Budget</li><li>TBD</li></ul>								\$15,000.00
4.								
5.								
(Please use additional sheets if necessary)			Total				\$744,984.00	\$15,000.00
Total Bid Price \$_\$760,984.00			Total SBE - N	Total SBE - M/WBE Participation \$205,054.00	\$205,054.00	and an analysis		
I hereby certify that the above information is accurate to the best of my knowledge.	e to the best o	imy knowledge.	5	Juff.	7		Sr Project Manager	nager Title

Note:

1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.

3. Modification of this form is not permitted and will be rejected upon submittal.

## **OEBO LETTER OF INTENT - SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC18 SOLICITATION/PROJECT NAME: SMC18 Domestic Water Valve Replacement Phase 2 \_Subcontractor: Anchor Mechanical Inc. Prime Contractor: The Morganti Group (Check box(s) that apply) □SBE □WBE □MBE □M/WBE □Non-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 Male □ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □ Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/W8E is certified. A detailed proposal may be attached to a properly executed Schedule 2. Item Description **Unit Price** Quantity/ Line Contingencies/ Total Price/Percentage Units **Allowances** Item \$540,930.00 Plumbing The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage:  $\frac{$540,930.00}{}$ If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Anchor Mechanical, Inc. The Morganti Group Print Name of Subcontractor/subconsultant Print Name of Prime Authorized Signature Authorized Signature Jennifer Uman Print Name Sr. Project Manager 5/31/23 Date: Revised 09/17/2019

## **OEBO LETTER OF INTENT - SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC18 SOLICITATION/PROJECT NAME: SMC18 Domestic Water Valve Replacement Phase 2 Prime Contractor: The Morganti Group \_\_subcontractor: Atlantic Interior Services, Inc. (Check box(s) that apply) ☑SBE ☐ WBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):\_ The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☑Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier ☐ Hispanic American ☐Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description **Unit Price** Quantity/ Contingencies/ Total Price/Percentage Item Units **Allowances** Finishes \$205,054.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$205,054.00If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant The Morganti Group Atlantic Interior Services, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant Authorized Signature

Title

Date:

Jennifer Uman/

Sr. Project Manager

5/26/23

Print Name

Title

Date:

Revised 09/17/2019

seorge Saunderson

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

Airport Improvement & Development Fund

**FUND 4111** 

Advantage Document Numbers BGRV:

Page 1 of 1 pages

121-060123\*1403 BGEX:

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXFENDED/ ENCUMBERED As of 06/1/23	REMAINING BALANCE
REVENUES/EXPENDITURES	TURES							
121-A212-6211 B	Building Improvements Reserves Improvement Program	5,114,651 30,976,327	3,708,060 14,874,241	1,113,000	1,113,000	4,821,060 13,761,241	1,897,861	2,923,199
Total Receipts and Balances	ces	187,285,160	203,886,956	1,113,000	1,113,000	203,886,956		
Office of Financi	Office of Financial Management & Budget		Signatures &	& Dates		Ву Воад	By Board of County Commissioners	ssioners

INITIATING DEPARTMENT/DIVISION Office of Financial Management & Budget

Administration/Budget Department Approval

**OFMB Department - Posted** 

52/1/23

of County Commissioners eputy Clerk to the

nesday, July 11, 2023

At Meeting of

Clark of the C Comptroller conify this to be a true of the original filed in my office JOSEPH ABRUZZ