Meeting Date: December 21, 2021  [X] Regular  [ ] Workshop  [ ] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) Amendment No. 8 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 $717,900 and 165 Calendar Days for Work Order SMC 11: Generator Controller Replacement at Palm Beach International Airport (PBI); and

(B) A Budget Transfer of $717,900 in the Airport's Improvement and Development Fund, including a reclass from Reserves in the amount of $717,900.

Summary: The CM at Risk Contract with MGI 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 for CM at Risk Services for Airport Improvements 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. The County has exercised the first one-year renewal option. The contract value to date is $6,630,932.71. Approval of Amendment No. 8 in the amount of $717,900 and 165 Calendar Days will enable MGI to complete SMC 11: Generator Controller Replacement at PBI. This project includes replacement of the controllers to the emergency generators that supply the temporary power to the PBI Terminal Complex. The subcontracting scope for this project is a sole source; therefore, it is not subject to the Affirmative Procurement Initiatives (API) for S/M/WBE participation. The current cumulative S/M/WBE subcontractor participation for all work orders to-date under this contract is 37%. In addition, MGI's S/M/WBE teaming partner, Cooper, will provide 15% of the Construction Management Fees.

Countywide (AH)

Background and Policy Issues: PBI’s bank of two emergency generators includes engines manufactured by Florida Detroit Diesel (FDDA). The engine of generator #1 required replacement in 2019. The new FDDA engine was unable to communicate with the engine control unit (ECU) of generator #2, thereby eliminating the ability for the two generators to run simultaneously together and share the electrical loads, which is required to support an increase in loads in the future. This project includes replacing the two ECUs manufactured by Kohler with MTU America’s ECUs, which will allow for the reliable communication between the two generators to ensure optimal operation of the system. Builder’s Risk Insurance for this work will be provided by the contractor prior to the start of construction.

Attachments:
1. Amendment No. 8 to CM at Risk Contract with MGI (w/Contract History) – (3 originals)
2. OEBO Schedules
3. Budget Transfer

Recommended By:  

Department Director  

Date  

Approved By:  

County Administrator  

Date
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

<table>
<thead>
<tr>
<th>Fiscal Years</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
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<tbody>
<tr>
<td>Capital Expenditures</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Operating Costs</td>
<td></td>
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<tr>
<td>External Revenues (Grants)</td>
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<td></td>
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</tr>
<tr>
<td>Program Income (County)</td>
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<td></td>
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<tr>
<td>In-Kind Match (County)</td>
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<tr>
<td>NET FISCAL IMPACT</td>
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</table>

# ADDITIONAL FTE POSITIONS (Cumulative)

<table>
<thead>
<tr>
<th>Is Item Included in Current Budget?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does this item include the use of federal funds?</td>
<td>Yes</td>
<td>No</td>
<td>X</td>
</tr>
</tbody>
</table>

Budget Account No: Fund 4111  Department 121  Unit A212-483  Object 6211
Reporting Category

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

Approval of this item provides budget for Amendment No. 8 with MGI in the amount of $717,900. Funding sources consist of Airport Local funds, including a reclass from Reserves in the amount of $717,900.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB 11/16/21

Contract Dev. and Control 12/15/21

B. Legal Sufficiency:

Anne Hefley 12-15-21
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)
Use this form to provide budget for items not anticipated in the budget.

<table>
<thead>
<tr>
<th>ACCT NUMBER</th>
<th>ACCOUNT NAME</th>
<th>ADOPTED BUDGET</th>
<th>CURRENT BUDGET</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>ADJUSTED BUDGET AS OF 11/23/2021</th>
<th>EXPENDED/BALANCE</th>
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Total Appropriations & Expenditures

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OFMB

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

By Board of County Commissioners

At Meeting of December 21, 2021

Deputy Clerk to the Board of County Commissioners

Signature: [Signature]

Date: 11/24/21

Signature: [Signature]

Date: 11/29/21

State of Florida, County of Palm Beach

J. Joseph Abruzzo, Clerk of the Circuit Court

Comptroller certifies to be a true and accurate copy of the original public record.

DATED AT West Palm Beach, Florida

By: [Signature]

Date: 12/23/2021
# Palm Beach County
## Compliance Summary Report

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<th>Vendor Name</th>
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<th>Insurance Carrier</th>
<th>Policy #</th>
<th>Eff. Date</th>
<th>Exp. Date</th>
<th>Coverage</th>
<th>Contract Number</th>
<th>Contract Name</th>
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**Risk Profile**: Standard - General Services-ADA

**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 9th day of May, 2019, 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, 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 Stephen Sines, the Vice President 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 18th day of July, 2019.

[Signature]
(Witness)

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

[Signature]
Notary Public
Attachment No. 2

OEBO Schedules
# OEBO SCHEDULE 1

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

**SMC11 Generator Controller Upgrade**

**SOLICITATION/PROJECT/BID NAME:** PBI 18-13 SMC11

**NAME OF PRIME RESPONDENT/BIDDER:** The Mangani Group

**CONTACT PERSON:** Jennifer Uman

**SOLICITATION OPENING/SUBMITTAL DATE:** 11/12/21

**ADDRESS:** 1682 N US Hwy 1, Suite C, Jupiter, FL 33469

**PHONE NO.:** 561-469-0200

**E-MAIL:** juman@mangani.com

**DEPARTMENT:** Department of Airports

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**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.**

<table>
<thead>
<tr>
<th>Name, Address and Phone Number</th>
<th>Non-SBE</th>
<th>M/WBE</th>
<th>SBE</th>
<th>DOLLAR AMOUNT OR PERCENTAGE OF WORK</th>
<th>Non-SBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minority/Women Business</td>
<td>Small Business</td>
<td>Black</td>
<td>Hispanic</td>
<td>Women</td>
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<tr>
<td>1. Stewart &amp; Stevenson FDDA d/b/a Florida Detroit Diesel Allison</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>2. Advanced Controls Corporation</td>
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</tr>
<tr>
<td>3. Misc Finishes Budget - TBD</td>
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<tr>
<td>4. CR Dunn, Inc.</td>
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<td>✓</td>
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<td>5.</td>
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</tr>
</tbody>
</table>

(Please use additional sheets if necessary)

**Total Bid Price $495,710.00**

**Total SBE - M/WBE Participation 5% of FDDA**

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

[Signature]

**Sr Project Manager**

**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.

**REVISED 02/28/2019**
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 SMC11
SOLICITATION/PROJECT NAME: SMC11 Generator Controller Upgrade

Prime Contractor: The Morganti Group
Subcontractor: Florida Detroit Diesel Allison

(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):

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Male ☐ Female</td>
<td>☐ African-American/Black ☐ Asian American ☐ Caucasian American</td>
<td>☐ Supplier</td>
</tr>
<tr>
<td>☐ Hispanic American ☐ Native American</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

S/M/WBE PARTICIPATION – S/M/WBE Providers must document all work to be performed by their own workforce 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.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Quantity/Units</th>
<th>Contingencies/Allowances</th>
<th>Total Price/Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Facility Controls</td>
<td></td>
<td></td>
<td></td>
<td>$418,960.00</td>
</tr>
</tbody>
</table>

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: $418,960.00

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.

CR DUNN Electrical Contractor
Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
Print Name of Prime

By: [Signature]

Jennifer Uman
Print Name
Sr Project Manager
Title
Date: 11/22/21

Florida Detroit Diesel Allison
Print Name of Subcontractor/subconsultant

By: [Signature]

Robert Gerena
Print Name
Generator Department Service Manager
Title
Date: 11-18-2021

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 SMC11
SOLICITATION/PROJECT NAME: SMC11 Generator Controller Upgrade

Prime Contractor: The Morganti Group Subcontractor: Advanced Controls Corporation

☐ 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):

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Male</td>
<td>☐ Female</td>
<td>☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier</td>
</tr>
<tr>
<td>☐ Hispanic American</td>
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<td></td>
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</tbody>
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S/M/WBE PARTICIPATION – S/M/WBE Primus 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.

<table>
<thead>
<tr>
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<th>Unit Price</th>
<th>Quantity/Units</th>
<th>Contingencies/Allowances</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Facility Controls</td>
<td></td>
<td></td>
<td></td>
<td>$66,750.00</td>
</tr>
</tbody>
</table>

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: $66,750.00

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

The Morganti Group
Print Name of Prime:
Jennifer Uman
Authorized Signature

Advanced Controls Corporation
Print Name of Subcontractor/subconsultant:
Matthew Jones
Authorized Signature

Sr Project Manager
Title
Date: 11/22/21

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 SMC11
SOLICITATION/PROJECT NAME: SMC11 Generator Controller Upgrade

Prime Contractor: The Morganti Group
Subcontractor: Florida Detroit Diesel Allison

(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):

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Male ☐ Female ☐</td>
<td>☐ African-American/Black ☐ Asian American ☐ Caucasian American</td>
<td>☐ Supplier ☐ Hispanic American ☐ Native American</td>
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</thead>
<tbody>
<tr>
<td>Facility Controls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$418,960.00</td>
</tr>
</tbody>
</table>

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: $418,960.00

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.

CR DUNN Electrical Contractor
Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
Print Name of Prime
By: [Signature]
Jennifer Uman
Print Name
Sr Project Manager
Title: Date: 11/22/21

Florida Detroit Diesel Allison
Print Name of Subcontractor/Subconsultant
By: [Signature]
Robert Gerena
Print Name
Generator Department Service Manager
Title: Date: 11-18-2021

Revised 09/17/2019
# OEOB SCHEDULE 1 CM Fees Only

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

**SMC11 Generator Controller Upgrade**

**SOLICITATION/PROJECT/BID NAME:** PBI 18-13 SMC11

**NAME OF PRIME RESPONDENT/BIDDER:** The Morganti Group

**CONTACT PERSON:** Jennifer Uman

**SOLICITATION OPENING/SUBMITTAL DATE:** 11/12/21

**ADDRESS:** 1662 N US Hwy 1 Suite C, Jupiter FL 33469

**PHONE NO.:** 561-689-0200

**E-MAIL:** juman@morganti.com

**DEPARTMENT:** Department of Airports

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**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.**

<table>
<thead>
<tr>
<th>Name, Address and Phone Number</th>
<th>Non-SBE M/WBE Black</th>
<th>SBE Minority/Women Small Business</th>
<th>Hispanic</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(Please use additional sheets if necessary)*

---

**Total Bid Price $** 135,189.00

**Total SBE + M/WBE Participation $** 18,672.00

---

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

**Signature**

**Sr Project Manager**

---

**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 SMC11
SOLICITATION/PROJECT NAME: SMC11 Generator Controller Replacement

Prime Contractor: The Morganti Group
Subcontractor: Cooper Construction Management & Consulting, Inc.

(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):

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Male □ Female</td>
<td>☐ African-American/Black □ Asian American □ Caucasian American □ Hispanic American □ Native American</td>
<td>☐ Supplier</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Quantity/ Units</th>
<th>Contingencies/ Allowances</th>
<th>Total Price/Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>CM Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18,672</td>
</tr>
</tbody>
</table>

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: 18,672

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.

N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

The Morganti Group
Print Name of Prime

By: [Signature]

Jennifer Utman
Print Name
Sr Project Manager

Date: 11/22/21

Cooper Construction Management & Consulting, Inc.
Print Name of Subcontractor/subconsultant

By: [Signature]

Jackie W. Cooper, Jr
Print Name
President

Date: 11/22/2021

Revised 09/17/2019
AMENDMENT NO. 8 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. 8 to the Contract is made as of the ____ day of DEC 2, 2021, 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 August 20, 2019 (R-2019-1221) 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 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, the parties hereto entered into a Contract between Owner and CONSTRUCTION MANAGER
whereby the CONSTRUCTION MANAGER has rendered or will render pre-construction services limited to negotiations
of scope with the vendor(s); 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

DOA 18-13 Amendment No. 8
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 $717,900.00 for the construction costs for Work Order SMC 11: Generator Controller Replacement 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Calendar Days from NTP</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Completion</td>
<td>135</td>
<td>$1,000/ Cal Day</td>
</tr>
<tr>
<td>Final Completion</td>
<td>165</td>
<td>$0/ Cal Day</td>
</tr>
</tbody>
</table>

(3) 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.

ATTEST:

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: _________________

Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _________________

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _________________

Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER SIGNATURE

________________________

Signature

Brent Martin
Name (type or print)

CONSTRUCTION MANAGER:

________________________

Signature

Stephen Sines
Name (type or print)

Vice President of Operations
Title

(Corporate Seal)
EXHIBIT A

GMP
Construction Bond
SMC11 Generator Controller Replacement
Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)
11/12/2021
FINAL

Palm Beach
INTERNATIONAL AIRPORT

MORGANTI
A SOLID FOUNDATION

COOPER
CONSTRUCTION MANAGEMENT

SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTIONS</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1- Guaranteed Maximum Price</strong></td>
<td>INCLUDED</td>
</tr>
<tr>
<td>A summary of construction division line items costs including construction components, general conditions, general requirements, bonds &amp; insurance, and fees.</td>
<td></td>
</tr>
<tr>
<td><strong>2- Subcontractor Summary</strong></td>
<td>INCLUDED</td>
</tr>
<tr>
<td>A subcontractor summary entailing the bidders, DBE values, and associated costs.</td>
<td></td>
</tr>
<tr>
<td><strong>3- General Conditions</strong></td>
<td>INCLUDED</td>
</tr>
<tr>
<td>An itemized list of general condition items such as temporary barriers, dumpsters and various supplies needed to execute the work.</td>
<td></td>
</tr>
<tr>
<td><strong>4- Staffing</strong></td>
<td>INCLUDED</td>
</tr>
<tr>
<td>A breakdown of construction management staff with utilization rate, quantity in months and total labor costs.</td>
<td></td>
</tr>
<tr>
<td><strong>5- Assumptions and Clarifications</strong></td>
<td>INCLUDED</td>
</tr>
<tr>
<td>A breakdown of assumptions and clarifications related to this specific project including a summary of unique facets of the project.</td>
<td></td>
</tr>
<tr>
<td><strong>6- Construction Schedule</strong></td>
<td>INCLUDED</td>
</tr>
<tr>
<td>A summary-level construction schedule in bar chart format</td>
<td></td>
</tr>
<tr>
<td><strong>7- Contract Documents</strong></td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>Drawing Log, Specification Log, RFI Log</td>
<td></td>
</tr>
<tr>
<td><strong>8- Alternate Log</strong></td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>List of Alternates for Owner’s Approval</td>
<td></td>
</tr>
<tr>
<td><strong>9- SBE Bid Participation Summary</strong></td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>Summary list of subcontractor bids received and SBE firms.</td>
<td></td>
</tr>
</tbody>
</table>

SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021
Guaranteed Maximum Price
## Guaranteed Maximum Price

<table>
<thead>
<tr>
<th>Division</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Guaranteed Max Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>090000</td>
<td>Misc Finishes</td>
<td>1</td>
<td>Is</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>250000</td>
<td>Facility Controls</td>
<td>1</td>
<td>Is</td>
<td>$66,750.00</td>
</tr>
<tr>
<td>260000</td>
<td>Electrical/Generator Controllers</td>
<td>1</td>
<td>Is</td>
<td>$418,960.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal: Division 1-33</td>
<td></td>
<td></td>
<td>$495,710.00</td>
</tr>
<tr>
<td></td>
<td>Reimbursable General Conditions</td>
<td>1.00</td>
<td>Is</td>
<td>$3,485.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$499,195.00</td>
</tr>
<tr>
<td></td>
<td>General Liability Insurance</td>
<td>0.0102</td>
<td>Is</td>
<td>$7,323.00</td>
</tr>
<tr>
<td></td>
<td>Builder's Risk Insurance</td>
<td>0.0124</td>
<td>Is</td>
<td>$8,902.00</td>
</tr>
<tr>
<td></td>
<td>Payment and Performance Bonds</td>
<td>0.0102</td>
<td>Is</td>
<td>$7,323.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$522,743.00</td>
</tr>
<tr>
<td></td>
<td>Fee</td>
<td>5.00%</td>
<td>%</td>
<td>$26,138.00</td>
</tr>
<tr>
<td></td>
<td>Construction Staffing</td>
<td>1</td>
<td>Is</td>
<td>$101,943.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$650,824.00</td>
</tr>
<tr>
<td></td>
<td>Construction Contingency</td>
<td>4.00%</td>
<td>%</td>
<td>$19,968.00</td>
</tr>
<tr>
<td></td>
<td>Material Cost Escalation Contingency</td>
<td>1.00</td>
<td>Is</td>
<td>$40,000.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$710,792.00</td>
</tr>
<tr>
<td></td>
<td>Preconstruction Fee</td>
<td>1.00%</td>
<td>Is</td>
<td>$7,108.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL GMP</td>
<td></td>
<td></td>
<td>$717,900.00</td>
</tr>
</tbody>
</table>
Subcontractor Summary
## Subcontractor Summary

<table>
<thead>
<tr>
<th>Bid Package</th>
<th>Description</th>
<th>Bidder</th>
<th>SBE Value</th>
<th>Amount of Proposal</th>
<th>Addendum Received</th>
<th>Amount Utilized in GMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIVISION 100000: Specialties</td>
<td>Misc Finishes Budget</td>
<td>TBD</td>
<td>$ - $</td>
<td>10,000.00</td>
<td>NA</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>DIVISION 320000: Exterior Improvements</td>
<td>BMS/FMS Controls</td>
<td>Advanced Controls Corporation</td>
<td>$ - $</td>
<td>66,750.00</td>
<td>NA</td>
<td>$ 66,750.00</td>
</tr>
<tr>
<td>DIVISION 260000: Electrical</td>
<td>Electrical/Generator Controllers</td>
<td>Florida Detroit Diesel Allison</td>
<td>$ - $</td>
<td>418,960.00</td>
<td>NA</td>
<td>$ 418,960.00</td>
</tr>
</tbody>
</table>

### ALTERNATES:

<table>
<thead>
<tr>
<th>SBE Subcontractor Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE Participation Dollars</td>
</tr>
<tr>
<td>$ -</td>
</tr>
<tr>
<td>$ 18,672</td>
</tr>
</tbody>
</table>

CM Fee: $26,138.00  
Construction Contingency: $19,968.00  
Material Cost Escalation Contingency: $40,000.00  
General Conditions: $3,485.00  
Staffing: $101,943.00  
Payment & Performance Bond: $7,333.00  
Builders Risk: $8,602.00  
GL Insurance: $7,323.00  
Preconstruction Fee: $7,198.00

Total Guaranteed Maximum Price: $717,000.00
General Conditions
## GMP GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>Utilization Rate</th>
<th>QTY.</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Cost</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>LAYOUT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Layout Partitions</td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
<td>by trades</td>
</tr>
<tr>
<td>Independent Surveyor</td>
<td>-</td>
<td>-</td>
<td>Is.</td>
<td>- $</td>
<td></td>
<td>by trades</td>
</tr>
<tr>
<td>Ground penetrating radar</td>
<td>-</td>
<td>-</td>
<td>Is.</td>
<td>- $</td>
<td></td>
<td>by trades</td>
</tr>
<tr>
<td>As-Built Survey</td>
<td>-</td>
<td>-</td>
<td>Is.</td>
<td>- $</td>
<td></td>
<td>by trades</td>
</tr>
<tr>
<td>TESTING AND COMMISSIONING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Party Testing &amp; Inspections</td>
<td>1</td>
<td></td>
<td>Is.</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEMPORARY FACILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemical Toilets - Contractor</td>
<td>1</td>
<td></td>
<td>mo.</td>
<td>125.00 $</td>
<td></td>
<td></td>
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<tr>
<td>TEMPORARY CONSTRUCTION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Fence / 8' Windscreen - Rent</td>
<td>1</td>
<td></td>
<td>If.</td>
<td>13.00 $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Job Fence Repair / Relocation</td>
<td>1</td>
<td></td>
<td>If.</td>
<td>3.00 $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Signs</td>
<td>1</td>
<td></td>
<td>Is.</td>
<td>1,500.00 $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLEAN UP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Cleaning</td>
<td>1</td>
<td>1.50</td>
<td>Is.</td>
<td>640.00 $</td>
<td>960</td>
<td></td>
</tr>
<tr>
<td>30 YD - Dumpster</td>
<td>1</td>
<td>2.0</td>
<td>Id.</td>
<td>600.00 $</td>
<td>1,200</td>
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<tr>
<td>10 YD - Tip Dumpster</td>
<td>1</td>
<td></td>
<td>Id.</td>
<td>350.00 $</td>
<td></td>
<td></td>
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<tr>
<td>SUPPLIES</td>
<td></td>
<td></td>
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<tr>
<td>First Aid Supplies</td>
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<td>3.0</td>
<td>mo.</td>
<td>50.00 $</td>
<td>150</td>
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<tr>
<td>Safety Supplies (Non PPE)</td>
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<td>2.0</td>
<td>ea.</td>
<td>50.00 $</td>
<td>100</td>
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<tr>
<td>COVID-19 Supplies</td>
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<td>2.0</td>
<td>ea.</td>
<td>150.00 $</td>
<td>300</td>
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<tr>
<td>Weather Thermometer (Weather Station)</td>
<td>1</td>
<td></td>
<td>ea.</td>
<td>500.00 $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reproduction Expenses</td>
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<td>1.0</td>
<td>set</td>
<td>200.00 $</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>UTILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Electric Power - Monthly</td>
<td>1</td>
<td></td>
<td>mo.</td>
<td>350.00 $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Consumption - Monthly</td>
<td>1</td>
<td></td>
<td>mo.</td>
<td>225.00 $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is.</td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Tools</td>
<td>1</td>
<td>0.5</td>
<td>ea.</td>
<td>750.00 $</td>
<td>375</td>
<td></td>
</tr>
<tr>
<td>MISC. REQUIREMENTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Closeout</td>
<td>1</td>
<td>0.5</td>
<td>Is.</td>
<td>400.00 $</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>SUB TOTAL GENERAL CONDITIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 3,485</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 4

Staffing
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>POSITION OR TITLE OF STAFF</th>
<th>UTILIZATION RATE</th>
<th>QTY IN MONTHS</th>
<th>UNIT PRICE</th>
<th>TOTAL RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Home Office Employees - Sines, Westcott, Martin</td>
<td>0.10</td>
<td>2</td>
<td>$22,200</td>
<td>$4,440</td>
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<tr>
<td>2</td>
<td>Sr. Project Manager - Jennifer Uman</td>
<td>0.33</td>
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<td>$52,500</td>
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<tr>
<td>3</td>
<td>Lead Superintendent - Gregory Bellamy</td>
<td>0.33</td>
<td>3</td>
<td>$18,200</td>
<td>$54,600</td>
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<td>4</td>
<td>Asst. Project Manager - Nata Pemberton (Cooper)</td>
<td>0.33</td>
<td>3</td>
<td>$11,500</td>
<td>$34,500</td>
</tr>
<tr>
<td>5</td>
<td>Project Superintendent - Day - James Melvin</td>
<td>1.00</td>
<td>2</td>
<td>$18,200</td>
<td>$36,400</td>
</tr>
<tr>
<td>6</td>
<td>Project Superintendent - Night - TBD</td>
<td>0.00</td>
<td>0</td>
<td>$18,200</td>
<td>-</td>
</tr>
<tr>
<td>7</td>
<td>Project Coordinator - Jacob Tibbs</td>
<td>0.15</td>
<td>3</td>
<td>$8,800</td>
<td>$2,640</td>
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<td>8</td>
<td>Field Office (Trailer)</td>
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<td>$2,600</td>
<td>$7,800</td>
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<td><strong>SUBTOTAL</strong></td>
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<td><strong>$93,478</strong></td>
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<table>
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<tr>
<th>ITEM #</th>
<th>POSITION OR TITLE OF STAFF</th>
<th>UTILIZATION RATE</th>
<th>QTY IN MONTHS</th>
<th>UNIT PRICE</th>
<th>TOTAL RATE</th>
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<tbody>
<tr>
<td>1</td>
<td>Home Office Employees - Sines, Westcott, Martin</td>
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<td>$22,200</td>
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<td>2</td>
<td>Sr. Project Manager - Jennifer Uman</td>
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<td>$17,600</td>
<td>$2,665</td>
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<td>3</td>
<td>Lead Superintendent - Gregory Bellamy</td>
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<td>4</td>
<td>Asst. Project Manager - Nata Pemberton (Cooper)</td>
<td>0.20</td>
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<td>5</td>
<td>Project Superintendent - Day - James Melvin</td>
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<td>0</td>
<td>$18,200</td>
<td>-</td>
</tr>
<tr>
<td>6</td>
<td>Project Superintendent - Night - TBD</td>
<td>0.00</td>
<td>0</td>
<td>$18,200</td>
<td>-</td>
</tr>
<tr>
<td>7</td>
<td>Project Coordinator - Jacob Tibbs</td>
<td>0.15</td>
<td>1</td>
<td>$8,800</td>
<td>$1,320</td>
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<td>8</td>
<td>Field Office (Trailer)</td>
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<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$8,465</strong></td>
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</table>

**TOTAL STAFF COSTS** **$101,943**
Assumptions and Clarifications
### BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Div</th>
<th>Scope</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>00</td>
<td>Documents</td>
<td>The GMP includes the replacement of (2) generator controllers, (1) PLC, load bank testing, FMS/BMS programming and commissioning, as well as associated repair of finishes as a result of the work, in accordance with electrical/comcrete/paint scopes to facilitate the work, in accordance with the Generator Controller Replacement specification prepared by Quantum Engineering, dated 3/15/21.</td>
</tr>
<tr>
<td>02</td>
<td>00</td>
<td>Temp Water</td>
<td>Temporary water for construction use will be sourced from a hose bib located near the work area.</td>
</tr>
<tr>
<td>03</td>
<td>00</td>
<td>Temp Power</td>
<td>Temporary lighting and power will utilize the existing circuits.</td>
</tr>
<tr>
<td>04</td>
<td>00</td>
<td>Existing GMP</td>
<td>GMP does not include repairs for any damaged existing conditions that are encountered within areas not included in the project area.</td>
</tr>
<tr>
<td>05</td>
<td>00</td>
<td>COVID-19</td>
<td>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.</td>
</tr>
<tr>
<td>06</td>
<td>00</td>
<td>Schedule</td>
<td>The GMP is based on a 136 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.</td>
</tr>
<tr>
<td>07</td>
<td>00</td>
<td>Working Hours</td>
<td>The working hours for this project are 7am to 3:30pm, with the exception of final testing, which will be performed between 11am and 3pm.</td>
</tr>
<tr>
<td>08</td>
<td>00</td>
<td>Davis Bacon</td>
<td>GMP does not include Davis Bacon Wages or Certified payroll.</td>
</tr>
<tr>
<td>09</td>
<td>00</td>
<td>Buy American</td>
<td>GMP does not include Buy American requirements.</td>
</tr>
<tr>
<td>10</td>
<td>00</td>
<td>DBE Living Wage</td>
<td>GMP includes a Palm Beach County Living Wage minimum of $12.99 through Sept 30, 2022.</td>
</tr>
<tr>
<td>11</td>
<td>00</td>
<td>DBE Goal</td>
<td>GMP does not include a DBE goal.</td>
</tr>
<tr>
<td>12</td>
<td>00</td>
<td>SBE Goal</td>
<td>GMP does not include an SBE goal.</td>
</tr>
<tr>
<td>13</td>
<td>00</td>
<td>Paid by Owner</td>
<td>The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Permit Fees, inspection fees, and utility connection fees</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Contract Document Revisions required by Governing Authorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Materials testing; costs for tests that fail will be paid by the responsible Subcontractor</td>
</tr>
<tr>
<td>15</td>
<td>01</td>
<td>Escalation</td>
<td>A budget of $40,000.00 is included to offset price escalations instituted after the GMP is established.</td>
</tr>
<tr>
<td>16</td>
<td>26</td>
<td>Generator Controller</td>
<td>The GMP assumes the lead time for generator controllers and PLC to be 6 weeks.</td>
</tr>
<tr>
<td>17</td>
<td>26</td>
<td>Generator Controller</td>
<td>One generator will be under automatic control at all times, unless a technician from FDFA is physically present to perform manual control of the generators.</td>
</tr>
<tr>
<td>18</td>
<td>26</td>
<td>Generator Controller</td>
<td>A bank of 40 hours is included for troubleshooting, including resolution of the control issues associated with Generator #1, to be performed prior to issuance of the contract amendment.</td>
</tr>
</tbody>
</table>
SECTION- 6

Construction Schedule
## SMC11 Generator Controller Upgrade

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>CC</th>
<th>RD</th>
<th>LS Start</th>
<th>LS Finish</th>
<th>FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A0000</td>
<td>NTP</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>22-Dec-21</td>
<td>0</td>
</tr>
<tr>
<td>A1009</td>
<td>Submittals/Shop Drawings</td>
<td>20</td>
<td>5</td>
<td>22-Dec-21</td>
<td>18-Jan-22</td>
<td>0</td>
</tr>
<tr>
<td>A1150</td>
<td>Project Duration</td>
<td>135</td>
<td>135</td>
<td>7</td>
<td>22-Dec-21</td>
<td>30</td>
</tr>
<tr>
<td>A1200</td>
<td>Procurement</td>
<td>36</td>
<td>36</td>
<td>5</td>
<td>19-Jan-22</td>
<td>0</td>
</tr>
<tr>
<td>A1621</td>
<td>Mobilization &amp; Site Prep</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>02-Mar-22</td>
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### Generator #1

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>CC</th>
<th>RD</th>
<th>LS Start</th>
<th>LS Finish</th>
<th>FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1309</td>
<td>Gen #1 Decommissioning</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>04-Mar-22</td>
<td>0</td>
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<tr>
<td>A1650</td>
<td>Gen #1 New Controller Installation</td>
<td>5</td>
<td>5</td>
<td>9-Mar-22</td>
<td>14-Mar-22</td>
<td>0</td>
</tr>
<tr>
<td>A1069</td>
<td>Gen #1 Integration w Existing PLC</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td>08-Mar-22</td>
<td>21-Mar-22</td>
</tr>
<tr>
<td>A1070</td>
<td>Gen #1 FMS/BMS</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>15-Mar-22</td>
<td>21-Mar-22</td>
</tr>
<tr>
<td>A1080</td>
<td>Load Bank Setup</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>17-Mar-22</td>
<td>21-Mar-22</td>
</tr>
<tr>
<td>A1090</td>
<td>Gen #1 Commissioning</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>22-Mar-22</td>
<td>26-Mar-22</td>
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</table>

### Generator #2

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>CC</th>
<th>RD</th>
<th>LS Start</th>
<th>LS Finish</th>
<th>FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1220</td>
<td>Gen #2 Decommissioning</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>29-Mar-22</td>
<td>30-Mar-22</td>
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<tr>
<td>A1230</td>
<td>Gen #2 New Controller Installation</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>31-Mar-22</td>
<td>06-Apr-22</td>
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<tr>
<td>A1240</td>
<td>New PLC/Master Controller Gen #2 Twin</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td>31-Mar-22</td>
<td>13-Apr-22</td>
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<tr>
<td>A1250</td>
<td>Gen #2 FMS/BMS</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>07-Apr-22</td>
<td>13-Apr-22</td>
</tr>
<tr>
<td>A1270</td>
<td>Gen #2 Prelim Commissioning</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>14-Apr-22</td>
<td>15-Apr-22</td>
</tr>
<tr>
<td>A1290</td>
<td>Migrate Gen #1 to New PLC</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>18-Apr-22</td>
<td>18-Apr-22</td>
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<tr>
<td>A1300</td>
<td>Final Commissioning</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>20-Apr-22</td>
<td>26-Apr-22</td>
</tr>
<tr>
<td>A1320</td>
<td>Load Bank Demol</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>27-Apr-22</td>
<td>28-Apr-22</td>
</tr>
<tr>
<td>A1380</td>
<td>Site Restoration</td>
<td>5</td>
<td>5</td>
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<td>29-Apr-22</td>
<td>05-May-22</td>
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### Critical Path

<table>
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<th>Activity Name</th>
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<th>RD</th>
<th>LS Start</th>
<th>LS Finish</th>
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<tbody>
<tr>
<td>A1060</td>
<td>Closeout</td>
<td>22</td>
<td>22</td>
<td>5</td>
<td>06-May-22</td>
<td>0</td>
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<tr>
<td>A1300</td>
<td>Substantial Completion</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>06-May-22</td>
<td>0</td>
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<tr>
<td>A1210</td>
<td>Final Completion</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>04-Jun-22</td>
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</table>

**Detailed Schedule:**

- **Generator #1:**
  - **Decommissioning:**
    - Start: 04-Mar-22
    - Finish: 06-Apr-22
  - **New Controller Installation:**
    - Start: 04-Mar-22
    - Finish: 06-Apr-22
  - **Integration w Existing PLC:**
    - Start: 09-Mar-22
    - Finish: 14-Mar-22
  - **Load Bank Setup:**
    - Start: 17-Mar-22
    - Finish: 21-Mar-22
  - **Commissioning:**
    - Start: 22-Mar-22
    - Finish: 26-Mar-22

- **Generator #2:**
  - **Decommissioning:**
    - Start: 29-Mar-22
    - Finish: 30-Mar-22
  - **New Controller Installation:**
    - Start: 31-Mar-22
    - Finish: 06-Apr-22
  - **Twin:**
    - Start: 31-Mar-22
    - Finish: 13-Apr-22
  - **FMS/BMS:**
    - Start: 07-Apr-22
    - Finish: 13-Apr-22
  - **Prelim Commissioning:**
    - Start: 14-Apr-22
    - Finish: 15-Apr-22
  - **Migrate Gen #1:**
    - Start: 18-Apr-22
    - Finish: 18-Apr-22
  - **Final Commissioning:**
    - Start: 20-Apr-22
    - Finish: 26-Apr-22
  - **Demol:**
    - Start: 27-Apr-22
    - Finish: 28-Apr-22
  - **Site Restoration:**
    - Start: 29-Apr-22
    - Finish: 05-May-22

**Critical Path Events:**

- **Closeout:**
  - Start: 06-May-22
  - Finish: 04-Jun-22

**Milestones:**

- **GMP Schedule**
- **SMC11 Generator Controller Upgrade**

---

**Notes:**

- **Actual Work Remaining Work Critical Remaining Work Milestones**
- **Palm Beach International Airport**
- **SMC11 GMP**
- **Printed on:** 10-Nov-21 @ 18:56
November 16, 2021

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

RE: SMC11 Generator Controller Replacement
Contractor: The Morganti Group, Inc.
Bond No.: 9384688 / ES00009913

To Whom It May Concern:

This correspondence will serve to confirm that 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,

Zurich American Insurance Company
Everest Reinsurance Company

By

[Signature]

Gabriela Camacho, Attorney-in-Fact

c/o Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor
Boston, MA 02110
(617) 535-7200
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 CONEYNS, 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:

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 B. 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, deposed and said, 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
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 2021.

[Signature]

Brian M. Hodges, 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
www.reports@zurichna.com
800-626-4577
POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

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, NJ 07059, do hereby nominate, constitute, and appoint:

Sandra C. Lopes, Nicole Roy, Michael J. Cusack, John J. Gambino, , Natalie Coneya, Kathleen M. Flanagan, Jean M. Peeney, 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 the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 28th day of July 2016.

Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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 01906239736
Qualified in Queens County
Term Expires April 26, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this 16th day of November 2021.
PUBLIC CONSTRUCTION BOND

BOND NUMBER 9384688, ES00009913
BOND AMOUNT Seven Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars ($717,900.00)
CONTRACT AMOUNT Seven Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars ($717,900.00)
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: Zurich American Insurance Company / Everest Reinsurance Company
SURETY'S ADDRESS: 1299 Zurich Way, 5th Floor 100 Everest Way, Warren Corporate Center
Schaumburg, IL 60196 - 1056 Warren, NJ 07059
SURETY’S PHONE: (847) 605-6000 (908) 604-3000
OWNER’S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER’S ADDRESS: c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, Florida 33406-1470
OWNER’S PHONE: (561) 471-7462
PROJECT NAME: SMC11 Generator Controller Replacement
PROJECT NUMBER: SMC11
CONTRACT NUMBER (to be provided after Contract award):
DESCRIPTION OF WORK: Replacement of two (2) emergency generator controllers, (1) PLC, associated programming and testing

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION:
3200 Belvedere Rd, West Palm Beach, FL 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.

4/12/18
DOA 18-13
Public Construction Bond - 1
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

Seven Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars ($717,900.00)
(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: SMC11 Generator Controller Replacement
Project No.: SMC11
Project Description: Replacement of two (2) generator controllers at Palm Beach Airport
Project Location: Palm Beach International Airport
846 Palm Beach International Airport
West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Quantum Electrical Engineering
LOCATION OF FIRM: 2755 Vista Parkway, Suite I-9, West Palm Beach, FL 33411
PHONE: (561) 210-9224

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 between Principal and County for the construction of SMC11 Generator Controller Replacement, the contract being made a part of this bond by reference, at the
times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes,
supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in
the prosecution of the work provided for in the contract; and

4/12/18
DOA 18-13

Public Construction Bond - 2
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.

The Morganti Group, Inc.

Principal (Seal)

Thamer Rushaidat, President & CEO
Title
Zurich American Insurance Company / Everest Reinsurance Company

Surety (Seal)

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

4/12/18
DOA 18-13

Public Construction Bond - 4
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 Conseys, 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:

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, depositions 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

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

[Seal]

Brian M. Hodges, 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
www.reportofclaims@zurichna.com
800-626-4577
POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

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, NJ 07059, do hereby nominate, constitute, and appoint:

Sandra C. Lopes, Nicole Roy, Michael J. Cusack, John J. Gambino, Natalie Coreys, Kathleen M. Flanagan, Jean M. Feeley, 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 surely, 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 the 28th day of July 2018:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 28th day of July 2018.

[Seal]

Attest: Nicole Chaisse, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of this 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.

[Seal]

LINDA ROBINS
Notary Public, State of New York
No 019062537936
Qualifed in Queens County
Term Expires April 30, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this ______ day of ______ 20_____.

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<th>REVISED AMOUNT</th>
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**GAP Adjustments**

- 9/18/13
- 1/10/14

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  - $2,167,716.00
  - $2,167,716.00
  - 1/1/2013
  - 997-682

**GAP Adjustments**

- 9/18/13
- 4/12/14

**Construction No. # 6**

- MVC 34 Mobility Center Construction Phase V
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  - 1/1/2013
  - 997-682

**GAP Adjustments**

- 9/18/13
- 4/12/14

**Construction No. # 7**

- MVC 34 Mobility Center Construction Phase VI
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  - 1/1/2013
  - 997-682

**GAP Adjustments**

- 9/18/13
- 4/12/14

**Construction No. # 8**

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  - 1/1/2013
  - 997-682

**GAP Adjustments**

- 9/18/13
- 4/12/14
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**Notes:**
- SAMRS: Schedule
- Time tracking
- Items in Blue are draft

**Agreed Authority for Task Administrators ($50,000):** No concurrent tracking

**Amendment:**
- Amendment: BCII $500,000
- Amendment: BCII $500,000

**Total Estimation in excess of $50,000 must be approved by the Board and does not count towards the Consolidated Limit:**
- Consolidated Limit of $100,000