

Agenda Item: SB.1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 21, 2021

[]

Consent

[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/MBE 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:

- 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:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$717,900				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$717,900				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?

Yes ☐ No ☒

Does this item include the use of federal funds?

Yes ☐ No ☒

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

Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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

22 0221

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

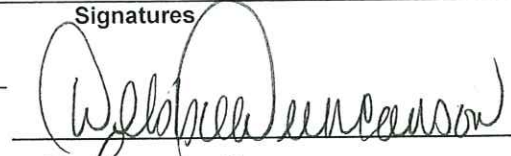
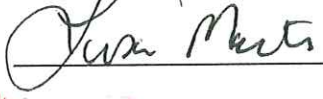
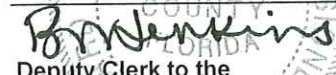
Page 1 of 1 pages

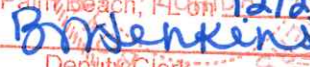
Advantage Document Numbers:
BGEX 112321/455

Fund 4111 Airport Passenger Improvement and Development Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/23/2021	REMAINING BALANCE
<u>Expenditures</u>								
121-A212-6211	lotb Non Infrastructure	2,230,845	2,548,239	717,900	0	3,266,139	1,058,428	2,207,711
121-A900-9909	Reserves Improvement Program	19,773,212	15,459,574	0	717,900	14,741,674	0	14,741,674
Total Appropriations & Expenditures				717,900	717,900	0		

OFMB	Signatures	Date	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION		11/24/21	At Meeting of
Administration/Budget Department Approval		11/29/21	December 21, 2021
OFMB Department - Posted			 Deputy Clerk to the Board of County Commissioners

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRUZZO, Clerk of the Circuit Court &
Comptroller certify this to be a true and correct copy
of the original filed in my office
on DEC 21 2021
dated at West Palm Beach, FL on 12/23/2021
By: 
Deputy Clerk



[illegible]

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.



Nabil Takla
(Signature)

[Signature]
(Witness)

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

[Signature]
Notary Public

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



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: _____

NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group

CONTACT PERSON: Jennifer Uman

SOLICITATION OPENING/SUBMITTAL DATE: 11/12/21

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC11

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

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.

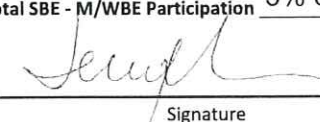
Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				Non-SBE Other (Please Specify)
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	
1. Stewart & Stevenson FDDA dba Florida Detroit Diesel Allison 8411 Adamo Drive Tampa, FL 33619 813-621-5651	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	418,960.00 * less CR Dunn
2. Advanced Controls Corporation 6001 NE 14th Ave Fort Lauderdale, FL 33334 954-491-6660	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	66,750.00
3. Misc Finishes Budget - TBD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	10,000.00
4. CR Dunn, Inc. 1202 Pope Lane Lake Worth, FL 33460 561-585-2155	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	5% of FDDA	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)								\$495,710.00

Total Bid Price \$ \$495,710.00

Total _____

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

Title

- Note:
- 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 category.
 - 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 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):

Column 1

Column 2

Column 3

☐ Male ☐ Female

☐ African-American/Black ☐ Asian American ☐ Caucasian American
☐ Hispanic American ☐ Native American

☒ Supplier

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.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Facility Controls				\$418,960.00

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: \$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

Price or Percentage: 5%

The Morganti Group

Print Name of Prime

By: _____

Authorized Signature

Jennifer Uman

Print Name

Sr Project Manager

Title

Date: 11/22/21

Florida Detroit Diesel Allison

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Robert Gerena

Print Name

Generator Department Service Manager

Title

Date: 11-18-2021

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC11

SOLICITATION/PROJECT NAME: SMC11 Generator Controller Upgrade

Prime Contractor: The Morganti Group Subcontractor: Advanced Controls Corporation

(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

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Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Facility Controls				\$66,750.00

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: \$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

By: Jennifer Uman
Authorized Signature

Jennifer Uman

Print Name

Sr Project Manager

Title

Date: 11/22/21

Advanced Controls Corporation

Print Name of Subcontractor/subconsultant

By: Matthew Jones
Authorized Signature

Matthew Jones

Print Name

President

Title

Date: 11/16/2021

OEBO LETTER OF INTENT – SCHEDULE 2

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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):

Column 1

Column 2

Column 3

☐ Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☒ Supplier
☐ Hispanic American ☐ Native American

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Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Facility Controls				\$418,960.00

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: \$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

Price or Percentage: 5%

Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group

Print Name of Prime

By:

Authorized Signature

Jennifer Uman

Print Name

Sr Project Manager

Title

Date: 11/22/21

Florida Detroit Diesel Allison

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Robert Gerena

Print Name

Generator Department Service Manager

Title

Date: 11-18-2021

OEBO SCHEDULE 1 CM Fees Only

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION
SMC11 Generator Controller Upgrade

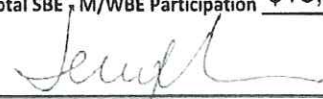
SOLICITATION/PROJECT/BID NAME: _____
NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group
CONTACT PERSON: Jennifer Uman
SOLICITATION OPENING/SUBMITTAL DATE: 11/12/21

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC11
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

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.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. Cooper Construction Mgmt 354 Hiatt Dr Palm Beach Gardens, FL 33418	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$18,672.00	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$	\$135,189.00	Total	\$	_____
	CM Fees Only	Total SBE, M/WBE Participation	\$18,672.00	_____
I hereby certify that the above information is accurate to the best of my knowledge:				Sr Project Manager
		Signature		Title

Note:

- 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 category.
- 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):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	CM Services				18,672

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	Price or Percentage: _____
Name of 2 nd /3 rd tier Subcontractor/subconsultant	

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

Cooper Construction Management & Consulting, Inc.
Print Name of Subcontractor/subconsultant
By: Jackie W. Cooper, Jr
Authorized Signature
Jackie W. Cooper, Jr
Print Name
President
Title
Date: 11/22/2021

R2021 1951

**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 21 2021, 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

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.

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	135	\$1,000/ Cal Day
Final Completion	165	\$0/ Cal Day

(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.

R2021 1951 DEC 21 2021

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



SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021

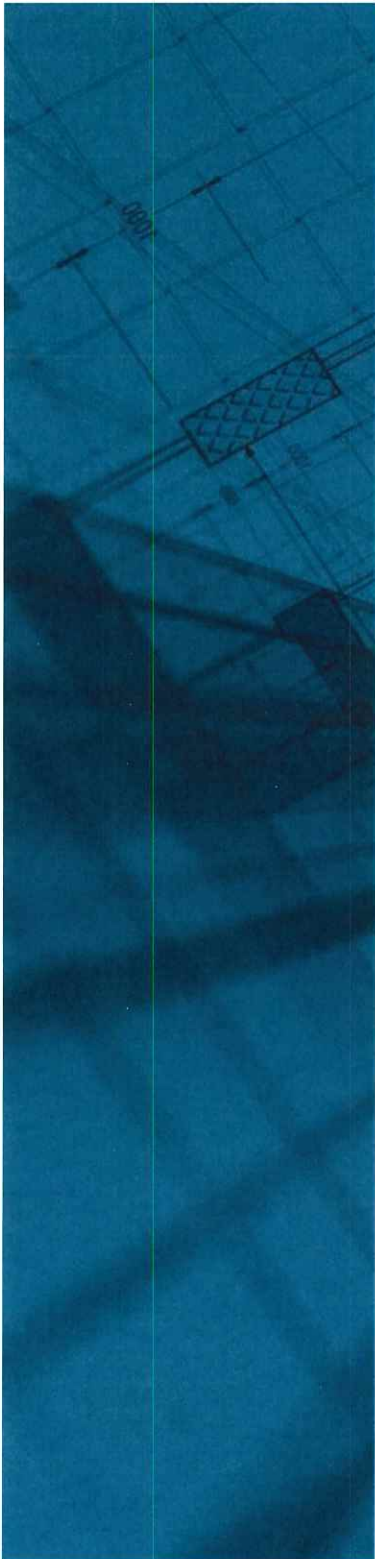


TABLE OF CONTENTS

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

SECTION- 1

Guaranteed Maximum Price



SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021

Palm Beach County Department of Airports

SMC11 Generator Controller Replacement

Date: November 12, 2021
Owner: Palm Beach County Department of Airports
CM: The Morganti Group, Inc.
Architect:



FINAL

Guaranteed Maximum Price

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

SECTION- 2

Subcontractor Summary



SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021

Subcontractor Summary

Bid Package	Description	Bidder	SBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
DIVISION 100000: Specialties						
9A	Misc Finishes Budget	TBD	\$ -	\$ 10,000.00	NA	\$ 10,000.00
DIVISION 320000: Exterior Improvements						
25A	BMS/FMS Controls	Advanced Controls Corporation	\$ -	\$ 66,750.00	NA	\$ 66,750.00
DIVISION 260000: Electrical						
26A	Electrical/Generator Controllers	Florida Detroit Diesel Allison	\$ -	\$ 418,960.00	NA	\$ 418,960.00
ALTERNATES:						
			\$ -		Subtotal:	\$ 495,710.00

	SBE Participation Dollars	% of Bid Work
SBE Subcontractor Total:	\$ -	0.00%
SBE Cooper %:	\$ 18,672	15.37%

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	\$ 7,323.00
Builders Risk	\$ 8,902.00
GL Insurance	\$ 7,323.00
Preconstruction Fee	\$ 7,108.00
Total Guaranteed Maximum Price	\$ 717,900.00

SECTION- 3

General Conditions



SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021

GMP GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
LAYOUT			ls.		\$ -	
Layout Partitions			sf.		\$ -	by trades
Independent Surveyor	-	-	ls.	-	\$ -	
Ground penetrating radar	-	-	ls.	-	\$ -	by trades
As-Built Survey	-	-	ls.	-	\$ -	by trades
TESTING AND COMMISSIONING						
Third Party Testing & Inspections	1	-	ls.		\$ -	
TEMPORARY FACILITIES						
Chemical Toilets - Contractor	1		mo.	125.00	\$ -	
TEMPORARY CONSTRUCTION						
Temporary Fence / 6' Windscreen - Rent	1		lf.	13.00	\$ -	
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$ -	
Job Signs	1		ls.	1,500.00	\$ -	
CLEAN UP						
Final Cleaning	1	1.50	ls.	640.00	\$ 960	
30 YD - Dumpster	1	2.0	ld.	600.00	\$ 1,200	
10 YD - Tip Dumpster	1		ld.	350.00	\$ -	
SUPPLIES						
First Aid Supplies	1	3.0	mo.	50.00	\$ 150	
Safety Supplies (Non PPE)	1	2.0	ea.	50.00	\$ 100	
COVID- 19 Supplies	1	2.0	ea.	150.00	\$ 300	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1	1.0	set	200.00	\$ 200	
UTILITIES						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	
EQUIPMENT			ls.		\$ -	
Small Tools	1	0.5	ea.	750.00	\$ 375	
MISC. REQUIREMENTS						
Project Closeout	1	0.5	ls.	400.00	\$ 200	
SUB TOTAL GENERAL CONDITIONS					\$ 3,485	

SECTION- 4

Staffing



SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021

GMP STAFFING

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
Construction Staff: Contract- Year 3 (8/20/21 - 8/19/22)					
1	Home Office Employees - Sines, Westcott, Martin	0.10	2	\$ 22,200	\$ 4,440
2	Sr. Project Manager - Jennifer Uman	0.33	3	\$ 17,500	\$ 17,325
3	Lead Superintendent - Gregory Bellamy	0.33	3	\$ 18,200	\$ 18,018
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.33	3	\$ 11,500	\$ 11,385
5	Project Superintendent - Day - James Melvin	1.00	2	\$ 18,200	\$ 36,400
6	Project Superintendent - Night - TBD	0.00	0	\$ 18,200	\$ -
7	Project Coordinator- Jacob Tibbs	0.15	3	\$ 8,800	\$ 3,960
8	Field Office (Trailer)	0.25	3	\$ 2,600	\$ 1,950
	SUBTOTAL				\$ 93,478
1	Home Office Employees - Sines, Westcott, Martin	0.10	1	\$ 22,200	\$ 2,220
2	Sr. Project Manager - Jennifer Uman	0.15	1	\$ 17,500	\$ 2,625
3	Lead Superintendent - Gregory Bellamy	0.15	0	\$ 18,200	\$ -
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.20	1	\$ 11,500	\$ 2,300
5	Project Superintendent - Day - James Melvin	0.00	0	\$ 18,200	\$ -
6	Project Superintendent - Night - TBD	0.00	0	\$ 18,200	\$ -
7	Project Coordinator- Jacob Tibbs	0.15	1	\$ 8,800	\$ 1,320
8	Field Office (Trailer)	0.00	0	\$ 2,600	\$ -
	SUBTOTAL				\$ 8,465
TOTAL STAFF COSTS					\$ 101,943

Assumptions and Clarifications



BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

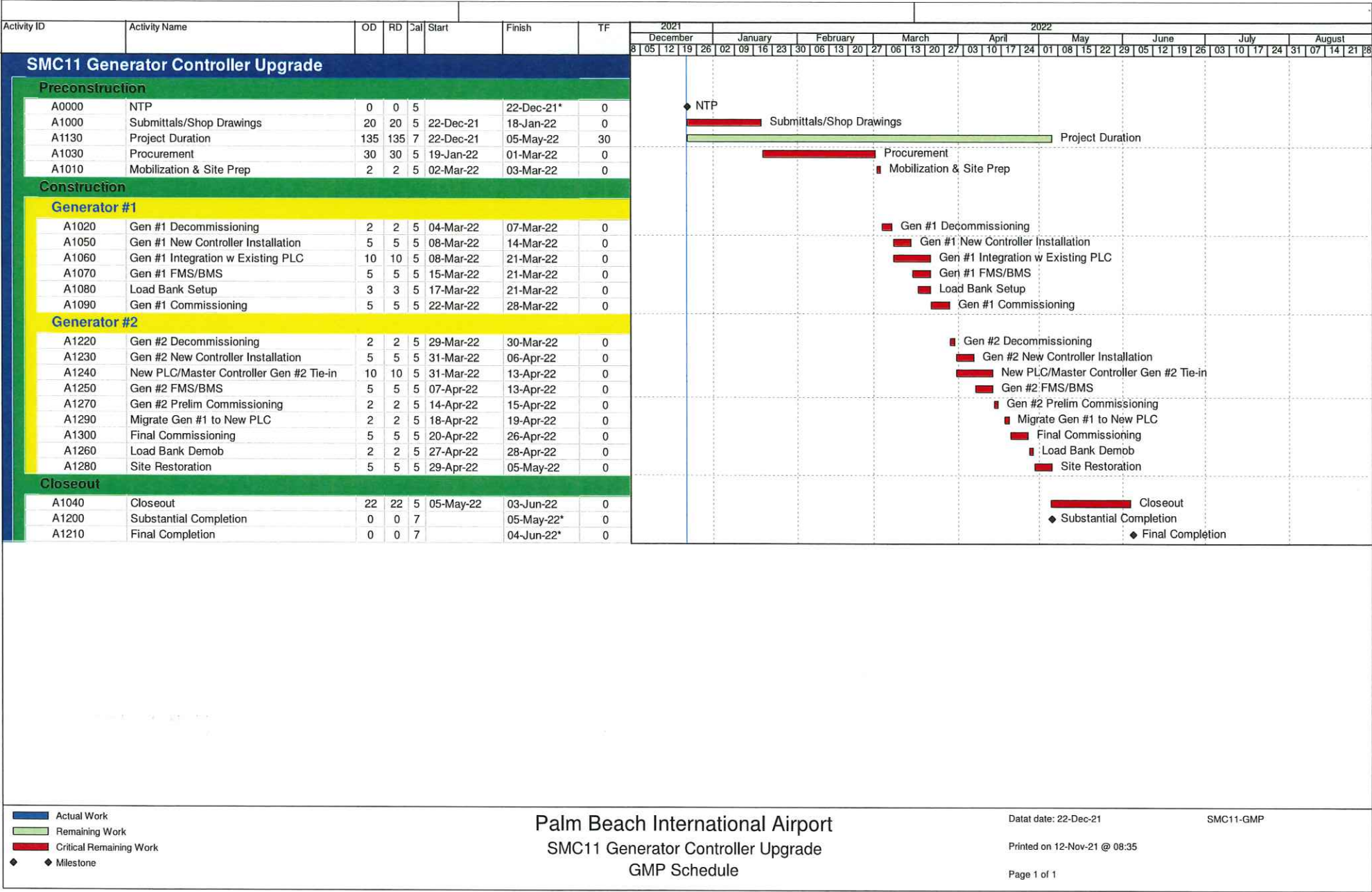
Item	Div	Scope	Description
01	00	Documents	The GMP includes the replacement of (2) generator controllers, (1) PLC, load bank testing, FMS/BMS programming and commissioning, as well as associated repair of finishes as a result of the work, in accordance with electrical/concrete/paint scopes to facilitate the work, in accordance with the Generator Controller Replacement specification prepared by Quantum Engineering, dated 3/15/21
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 135 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 7am to 330pm, with the exception of final testing, which will be performed between 11pm and 3am.
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 \$12.99 through Sept 30, 2022.
11	00	DBE Goal	GMP does not include a DBE goal.
12	00	SBE Goal	GMP does not include an SBE goal
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
15	01	Escalation	A budget of \$40,000.00 is included to offset price escalations instituted after the GMP is established.
16	26	Generator Controller	The GMP assumes the lead time for generator controllers and PLC to be 6 weeks.
17	26	Generator Controller	One generator will be under automatic control at all times, unless a technician from FDDA is physically present to perform manual control of the generators
18	26	Generator Controller	A bank of 40 hours is included for trouble-shooting, including resolution of the control issues associated with Generator #1, to be performed prior to issuance of the contract amendment.

SECTION- 6

Construction Schedule



SMC11 Generator Controller Replacement
Palm Beach County Department of Airports
11/12/2021



**Zurich American Insurance Company
Everest Reinsurance Company**

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: 

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 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

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, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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 16th day of November, 2021.



Brian M. Hodges

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.reportsfclaims@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 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 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.



Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

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 01R06239736
Qualified in Queens County
Term Expires April 25, 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.

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

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.

Deborah Cordora
Witness

[Signature]
Principal (Seal)

Deborah Cordora
Print Name

Thamer Rushaidat, President & CEO
Title

Zurich American Insurance Company / Everest Reinsurance Company

[Signature]
Witness

[Signature]
Surety (Seal)

Laurie Rothwell
Print Name

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

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

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, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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 _____, _____.



A handwritten signature in cursive script that reads "Brian M. Hodges".

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.reportsfclaims@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 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 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.



Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

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 01R06239736
Qualified in Queens County
Term Expires April 25, 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____.

DEPARTMENT OF AIRPORTS
Miscellaneous Airport Improvements - CMR
The Morganti Group
PB NO: DOA 18-13
CONTRACT HISTORY

ORIGINAL CONTRACT		YEAR 1-2		YEAR 3		YEAR 4		YEAR 5							
RESOLUTION NO		R-2019-1221		R-2021-1023											
DATE APPROVED		8/20/2019		8/17/21											
SBE Goal		15.00%													
EXPIRATION		8/20/2021		8/20/2022		8/20/2023		8/20/2024							
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	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	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 (R2020-0550)	
		CO NO 1	8		12/22/20			\$34,896.07	\$42,896.07		\$34,896.07				
		CO NO 2	0		12/22/20	1/21/21		\$72,529.17	\$72,529.17				\$72,529.17	1/12/21 Board Meeting 2021-0053	
					Cynthia Portnoy: GMP reflected 190 days with completion of 12/22										
		GMP Adjustments						-\$19,806.41		\$1,471,118.83				CRC 7/7/21	CRC 7/7/2021
Amendment No 2 SMC-02	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	
		GMP Adjustments						(\$42,460.67)		\$392,239.33					CRC 7/7/2021
WO SMC 03		SMC 03 Domestic Water Valve Replacement-Field Investigation					\$15,712.00				\$15,712.00			Approved 9/1/2020	
		GMP Adjustments						\$0.00		\$15,712.00					DOA Closed
WO SMC 04	N/A under \$100k	SMC 04 Domestic Water Valve Replacement-Phase 1 Priority Valves	60	9/16/20	11/14/20	12/14/20	\$93,976.00				\$93,976.00			Approved on 9/11/2020.	
		GMP Adjustments						(\$15,074.79)		\$78,901.21					DOA Closed on 6/17/21
Amendment No 3 SMC 05	20% of which 5% is for M/WBE	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			\$59,007.56		Approved by CRC 10/20/21	
		CO No 3	60		2/8/22	3/10/22			\$60,000.00			\$0.00		CRC 11/03/21	
		GMP Adjustments								\$3,251,177.34					

DEPARTMENT OF AIRPORTS
Miscellaneous Airport Improvements - CMR
The Morganti Group
PB NO: DOA 18-13
CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal EXPIRATION															
		YEAR 1-2 R-2019-1221 8/20/2019 15.00% 8/20/2021		YEAR 3 R-2021-1023 8/17/21		YEAR 4 8/20/2023		YEAR 5 8/20/2024							
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	¹ CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO 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	60	11/9/20	1/7/21	2/6/21	\$59,100.00				\$59,100.00			Approved by the Dept on 10/20/2020	
		Change Order No 1	57		3/5/21	4/4/21		\$0.00	\$0.00			\$0.00			
		GMP Adjustments								\$59,100.00					
Amendment No 4	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	
		Time suspended as of 8/23/21													
		GMP Adjustments								\$438,131.00					
Amendment No 5	SBE Price Preference	SMC 10 LTG 3 Structural repair	101	4/12/21	7/21/21	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	\$28,000.00		\$0.00			Approved on 8/31/21	
		CO No 2	92		11/18/21	12/18/21		\$0.00	\$92,000.00			\$0.00		Approved by CRC on 10/20/21	
		GMP Adjustments								\$221,117.00					
	20%	SMC 11 Domestic Water Valve Replacement-Phase 2					\$521,936.00							On hold due to funding	
Amendment No 6	10% SBE	First year time extension												8/17/2021 Board Meeting R-2021-1023	
Amendment No 7	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	
		GMP Adjustments								\$605,906.00					

DEPARTMENT OF AIRPORTS
Miscellaneous Airport Improvements - CMR
The Morganti Group
PB NO: DOA 18-13
CONTRACT HISTORY

ORIGINAL CONTRACT															
RESOLUTION NO		YEAR 1-2		YEAR 3		YEAR 4		YEAR 5							
DATE APPROVED		R-2019-1221		R-2021-1023											
SBE Goal		8/20/2019		8/17/21											
EXPIRATION		15.00%													
		8/20/2021		8/20/2022		8/20/2023		8/20/2024							
REF DOC	APL-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	¹ CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/NO CLOSED
Amendment 8		SMC 11 Generator Controllers					\$717,900.00						\$717,900.00	12/21/21 Board	
		GMP Adjustments													

Notes:
 Changes and projects in blue are draft

 Total SMWBE Breakdown
 Total SMWBE

 \$7,738,492.00 \$132,276.71 \$6,630,932.71 \$246,869.85 \$156,537.56 \$7,022,767.17

Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking
 Document Authority
 Task Order Lead Dept less than \$100,000
 Task Order CRC \$100,000 <\$200,000
 Amendment BCC ≥ \$200,000

¹ Approval Authority
 *Time

 CO Value
 \$0-\$0,000
 \$50,001-\$100,000
 >\$100,001

 Authority
 Lead Dept
 CRC
 BCC

 Cumulative Days
 0-30 days
 31-90
 120

 Authority
 Lead Dept
 CRC
 BCC

 Time Extensions In excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit
 Cumulative Value - Revised as of 9/24/09
 ¹ When the cumulative value of changes or additional work approved by the Lead or CRC exceeds the greater of \$250,000 or 5% of the original contract an agenda item notifying the board that the item puts it in the excess category must be prepared and forwarded as a Receive and File Item