

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 7, 2021

☐ Consent
☐ Workshop

☒ Regular
☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Amendment No. 3 to the Construction Manager (CM) at Risk Contract (Contract) with Turner Construction Company (Turner) for Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$12,578,174 and 859 Calendar Days for Work Order TC 02: Switchgear Replacement at Palm Beach International Airport (PBI); and
- (B) A Budget Transfer of \$2,257,640 in the Airport's Improvement and Development Fund (Unit A342) to provide funds for the Turner contract; including a reclass from Reserves in the amount of \$2,257,640.

Summary: The Contract with Turner for CM at Risk Services for Airport Improvements for the Department was approved by the Board on August 20, 2019 (R-2019-1147). The Contract is for 2 years with 3 one (1) year renewal options and is a task/work order based contract for CM at Risk services for the Department. Turner is based in New York City, New York; however, the work will be directly managed by its southeast regional office in Miami-Dade County. Approval of Amendment No. 3 will allow the County to complete the electrical improvements to support the PBI Terminal. Primary electrical equipment that distributes power throughout the PBI Terminal Complex was installed in 1987 and is nearing the end of its useful life. Early cost estimates were prepared for this project prior to the completion of the full design effort for budgetary purposes; upon completion of design and bidding, a substantial increase in cost for this project was realized based on increased equipment costs and other fees. The Department is applying for future funding from the Passenger Facility Charge (PFC) program, in excess of \$8,000,000, with an anticipated approval in early 2022. This project is being funded from two separate line items in the approved capital budget for Airports; in addition to the switchgear project in the budget consisting of approximately \$6,500,000, a portion of the work being completed in this project is attributable to improvements necessary to support the expansion of Concourse B. As such, funding sources budgeted for the expansion of Concourse B, consisting of State grant funds and PFC funds, are being used to partially fund this project. The Disadvantaged Business Enterprise (DBE) goal for this contract is 12%. The DBE participation for this project is 12%. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This Amendment exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: This project includes replacement of the main Normal Power Distribution System (NPDS), Concourse B and Concourse C Switchgear that distributes power to the PBI Terminal Complex thru feeders from a nearby FPL substation. The equipment was installed in 1987 and requires replacement with new more efficient equipment in addition to supporting the expansion of Concourse B. Builder's Risk Insurance for this work will be provided by the Contractor prior to start of construction.

Attachments:

1. Amendment No. 3 to CM at Risk Contract with Turner w/Contract History- (3 originals)
2. DBE Goal Information w/Schedules 1 & 2
3. Budget Transfer

Recommended By: 

Department Director

Date

11-12-21

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	\$12,578,174				
Operating Costs					
External Revenues (Grants)	(\$1,860,504)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$10,717,670				

ADDITIONAL FTE POSITIONS (Cumulative)

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

Budget Account No: Fund 4111 Department 121 Unit A342 Object 6504 - \$8,999,310
Reporting Category A394 6504 - \$3,721,007

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

This project is being funded from 2 units (A342 and A394). Funding in 4111-121-A342 is Local funding in the amount of \$8,999,310; which includes a budget transfer and reclass from Reserves in the amount of \$2,257,640. Future PFC funding is anticipated to offset this amount. Funding in 4111-121-A394 consists of FDOT grant funding in the amount of \$1,860,504 and PFC funding in the amount of \$1,860,503 for a total amount of \$3,721,007. FDOT and PFC funds are currently budgeted.

Total Project Cost		Turner Contract
A342	\$ 8,999,310 (\$142,142, encumbered for design)	\$ 8,857,168
A394	\$ 3,721,007	\$ 3,721,007
	\$12,720,317	\$12,578,175

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)



Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000809	Turner Construction Company	Modified	Compliant					DOA 18-3	CM at Risk Contract for Airport Improvements
		Ap , XV	Liberty Mutual Fire Insurance Company	AS2626092815011	11/1/2021	11/1/2022	Auto Liability		
		A++g , XV	ACE Property & Casualty Insurance Company	G28175851006	11/1/2021	11/1/2022	Excess Liability		
		Ap , XV	Liberty Mutual Fire Insurance Company	TB2625092815041	11/1/2021	11/1/2022	General Liability		
		Ar , XV	Liberty Insurance Corporation	WG5625092815031	11/1/2021	11/1/2022	Workers Comp		
Risk Profile :		Standard - General Services-AOA							
Required Additional Insured :		Palm Beach County Board of County Commissioners							
Ownership Entity :									



Turner Construction Company
375 Hudson Street
New York, NY 10014
phone: 212-229-6163
fax: 212-229-6094

CORPORATION CERTIFIED RESOLUTION

I, Claudia LaFleur, Assistant Corporate Secretary of Turner Construction Company, a corporation organized and existing under the laws of the State of New York (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That Christian E. Jahrling, Vice President and General Manager of Turner Construction Company is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments thereto, and all documents required with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 5th day of October, 2021.





Claudia LaFleur
Assistant Corporate Secretary

**AMENDMENT NO. 3 TO THE CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
TURNER CONSTRUCTION COMPANY
FOR
CONSTRUCTION MANAGEMENT SERVICES
AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-3**

This Amendment No. 3 to the Contract is made as of the ____ day of _____, 2021, by and between Palm Beach County, Florida (COUNTY) and **TURNER CONSTRUCTION COMPANY**, 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 for this Contract at 7235 Corporate Center Drive, Suite G, Miami, Florida 33126.

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and **TURNER CONSTRUCTION COMPANY** dated August 20, 2019 (R-2019-1147) is in full force and effect and that this merely supplements said Contract; and

WHEREAS, on July 13, 2021 the County entered into Amendment #1 (R-2021-0889) with the **CONSTRUCTION MANAGER** and that this merely supplements said Contract; and

WHEREAS, on November 2, 2021 the County entered into Amendment #2 (R-2021- 1683) 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 as specified therein; and

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

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

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

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

(1) GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$ 12,578,174** for the construction costs for **Work Order TC 02: Switchgear NPDS Replacement Project at PBI**. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

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

Description	Calendar Days	Liquidated Damages
NTP to Substantial Completion	829	\$1,000/ Cal Day
Final Completion	30	\$0/ Cal Day

(3) ATTACHMENTS: Exhibit A GMP Revision 1 dated 10/22/2021
Appendix B State Contract Clauses Apply

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

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

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Sam Bibe
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER
SIGNATURE

[Signature]
Signature

Boris Hennessey
Name (type or print)

CONSTRUCTION MANAGER:

[Signature]
Signature

Christian Jahrling

Vice President and General Manager



Exhibit A

GMP Revision 1 dated 10/22/2021

TURNER CONSTRUCTION COMPANY
Project: PBIA - Switchgear NPDS Replacement
Location: Palm Beach County

Date: 22-Oct-21

#	Description	Quantity	Unit	Unit Cost	General Condition Cost	General Requirements
1						
2	TEMPORARY FACILITIES					
3	TOOLS & SUPPLIES					
4	Miscellaneous tools and supplies	20	mos	500	0	10,170
5	SUB TOTAL				0	10,170
6						
7	JOB OFFICE / JOB OFFICE CLEANING					
8	1 Trailer rental - Turner double wide 24 x 60	23	mos	960	0	22,375
9	SUB TOTAL				0	22,375
10						
11	JOB OFFICE SETUP / REMOVAL / ALTERATION					
12	Delivery and setup	1	ea	4,100	0	4,100
13	Demobilize and return	1	ea	4,100	0	4,100
14	SUB TOTAL				0	8,200
15						
16	TEMPORARY ROADS					
17	Maintain temporary access roads	20	mons	200	0	4,068
18	SUB TOTAL				0	4,068
19						
20	TOTAL TEMPORARY FACILITIES				\$0	\$44,813
21						
22	TEMPORARY UTILITIES					
23	TEMPORARY PLUMBING & TOILET / INSTALL / REMOVE / MAINTENANCE / USAGE					
24	Job site toilets 2x weekly service + hand sanitizer	47	tm	95.00	0	4,428
25	SUB TOTAL				0	4,428
26						
27	TOTAL TEMPORARY UTILITIES				\$0	\$4,428
28						
29	CLEANING					
30	GENERAL BUILDING					
31	1 Cleaning laborer	10	mos	6,907	0	69,072
32	5 hrs overtime per week per person	10	mos	1,295	0	12,951
33	Cleaning Materials - Building	10	mons	150	0	1,500
34	Trash Buggies	1	ea	500	0	500
35	SUB TOTAL				0	84,023
36						
37	DIRT CHUTES/ RUBBISH REMOVAL/ RECYCLING					
38	Rubbish removal - 20 yd	23	pulls	375	0	8,740
39	Turner Waste Tracker	20	mos	40.00	0	814
40	SUB TOTAL				0	9,554
41						

TURNER CONSTRUCTION COMPANY

Project: PBIA - Switchgear NPDS Replacement

Location: Palm Beach County

Date: 22-Oct-21

#	Description	Quantity	Unit	Unit Cost	General Condition Cost	General Requirements
42	SITE & STREET CLEANING					
43	Dust control on-site	4	mos	1,500	0	6,000
44	SUB TOTAL				0	6,000
45						
46	FINAL CLEANING					
47	Initial final cleaning	12,310	bsf	0.50	0	6,155
48	Final cleaning	12,310	bsf	0.75	0	9,233
49	SUB TOTAL				0	15,388
50						
51	TOTAL CLEANING				\$0	\$114,965
52						
53	PROTECTION & SAFETY					
54	GENERAL PROTECTION & SAFETY					
55	Protection materials	23	mos	350	0	8,158
56	Hurricane preparation - labor, material and equipment	0	ls	5,000	0	thru CN
57	SUB TOTAL				0	8,158
58						
59	SAFETY PROGRAM / WATCHMAN/ TRAFFIC CONTROL / DRUG TESTING					
60	Safety signage at building entrances	2	ea	500	0	1,000
61	Miscellaneous site safety signage	1	ls	2,000	0	2,000
62	Badging	10	ea	42	0	420
63	SUB TOTAL				0	3,420
64						
65	FIRE WATCH / RODENT CONTROLS / EXTINGUISHERS					
66	Fire extinguisher	5	ea	150	0	750
67	Fire extinguisher carts	5	ea	500	0	2,500
68	Fire extinguisher refills	10	ea	50.00	0	500
69	SUB TOTAL				0	3,750
70						
71	FIRST AID FACILITY					
72	First aid kits	1	ea	400	0	400
73	Refill first aid kits	20	mons	100	0	2,034
74	AED unit	1	ea	1,800	0	1,800
75	SUB TOTAL				0	4,234
76						
77	TOTAL PROTECTION AND SAFETY				\$0	\$19,562
78						
79	GENERAL EXPENSE					
80	BLUEPRINTS					
81	Blueprints	20	mons	450	0	9,153
82	Large format laminated prints/copies for Lean information	20	ls	500	0	10,170
83	Close out manuals and documents	1	ls	1,000	0	1,000
84	SUB TOTAL				0	20,324
85						



Palm Beach
INTERNATIONAL AIRPORT



SWITCHGEAR NPDS REPLACEMENT GMP

OCTOBER 22, 2021 Revision 1

The logo for Turner, featuring the word "Turner" in a white, bold, sans-serif font.

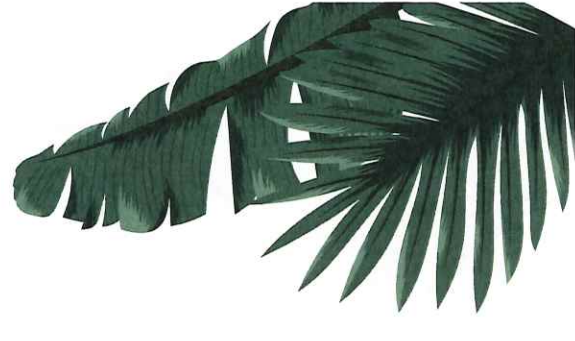
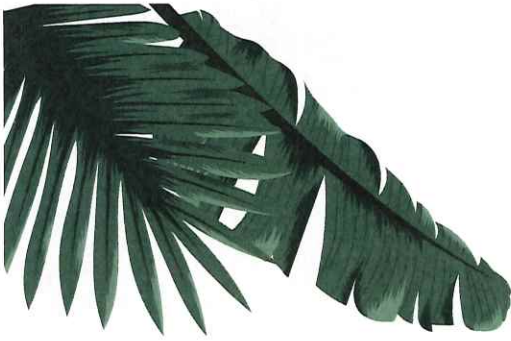


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Turner



Section 1

GMP Summary

Turner



Palm Beach International Airport
Switchgear NPDS Replacement

Date: 10/22/2021

Package Number	Package Description		Substation B	Substation C	Balance of Work	GMP Total
01 00 00	General Requirements		\$ 72,181	\$ 75,847	\$ 93,064	\$ 241,092
02 41 00	Demolition		\$ -	\$ -	\$ -	in Div 3
03 00 00	Concrete & Masonry		\$ 67,500	\$ 67,500	\$ 43,100	\$ 178,100
05 00 00	Structural Steel		\$ 14,106	\$ 14,106	\$ -	\$ 28,212
09 90 00	Temporary Partitions		\$ 27,158	\$ 27,158	\$ -	\$ 54,315
09 50 00	Painting		\$ 7,620	\$ 7,620	\$ -	\$ 15,240
23 00 00	HVAC		\$ 89,880	\$ 59,920	\$ -	\$ 149,800
26 00 00	Electrical		\$ 2,547,737	\$ 2,717,586	\$ 3,222,068	\$ 8,487,391
32 00 00	Site Work		\$ -	\$ -	\$ 214,141	\$ 214,141
32 20 00	Landscaping		\$ -	\$ -	\$ 71,503	\$ 71,503
	Subtotal - Direct Trade Work		\$ 2,826,181	\$ 2,969,737	\$ 3,643,876	\$ 9,439,794
	Permit Fees					by Owner
	Subcontractor Default Insurance		\$ 1,658	\$ 1,742	\$ 2,137	\$ 5,537
	Builders Risk Insurance		\$ 39,071	\$ 41,055	\$ 51,945	\$ 132,071
	General Liability		\$ 48,745	\$ 51,221	\$ 64,808	\$ 164,774
	Payment and Performance Bond		\$ 29,768	\$ 31,280	\$ 39,577	\$ 100,625
	Preconstruction Phase Fee		\$ 46,513	\$ 48,875	\$ 61,839	\$ 157,227
	General Conditions		\$ 479,383	\$ 503,734	\$ 618,083	\$ 1,601,200
	CM Fee		\$ 141,309	\$ 148,487	\$ 320,795	\$ 610,591
	Subtotal - Indirect Work		\$ 786,447	\$ 826,394	\$ 1,159,185	\$ 2,772,025
	GMP TOTAL		\$ 3,612,628	\$ 3,796,131	\$ 4,803,061	\$ 12,211,819
	Construction Contingency		\$ 108,379	\$ 113,884	\$ 144,092	\$ 366,355
	GMP GRAND TOTAL		\$ 3,721,007	\$ 3,910,015	\$ 4,947,153	\$ 12,578,174



Palm Beach International Airport
Switchgear NPDS Replacement

Package Number	Listing of Owner Allowances (Included in GMP)	Total
03 00 00	Allowance to furnish and install new door, frame and hardware	\$ 10,000
23 00 00	Allowance for unexpected escalation of mechanical materials and equipment	\$ 10,000
26 00 00	Allowance for unexpected escalation of electrical materials and equipment	\$ 250,000
ALLOWANCE TOTAL		\$ 270,000

Item No.	Listing of Alternates	Amount (Includes Markups)
1	Deduct alternate for landscaping pacakge to maintain turf for 1 month in lieu of 18 months	\$ (54,086)
2	Deduct alternate for reduced General Conditions, combined for both Chiller and Switchgear projects, should these projects occur concurrently.	\$ (284,663)



Section 2

General Requirement & General Conditions

Turner

TURNER CONSTRUCTION COMPANY
Project: PBIA - Switchgear NPDS Replacement
Location: Palm Beach County

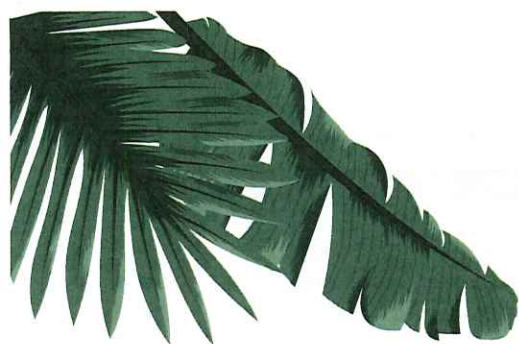
Date: 22-Oct-21

#	Description	Quantity	Unit	Unit Cost	General Condition Cost	General Requirements
86	TESTING & INSPECTION / SURVEYS					
87	Surveying - line & grade / layout & control	200	hrs	125	0	25,000
88	Material Testing	1	ls	10,000	0	10,000
89	SUB TOTAL				0	35,000
90						
91	RECORDS RETENTION					
92	Record retention	1	ls	2,000	0	2,000
93	SUB TOTAL				0	2,000
94						
95	TOTAL GENERAL EXPENSE				\$0	\$57,324
96						
97	STAFF					
98	Project Management	858,570	\$		858,570	0
99	Construction	598,420	\$		598,420	0
100	Home Office Employees	144,200	\$		144,200	0
101	SUB TOTAL				1,601,200	0
102						
103	TOTAL STAFF				\$1,601,200	\$0
104						
105	GRAND TOTAL				\$1,601,200	\$241,092

Project: PBIA - Switchgear NPDS Replacement

Staff Study

Monthly Time Allocation			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
			1	2	3	4	5	6	7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	2	3					
ITEM	PRECONSTRUCTION										CONSTRUCTION																CLOSEOUT				Monthly FTE	Monthly Rate	Total				
	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24				Apr-24	May-24		
Project Management																																					
Sr. Project Manager		20%			20%		20%		20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	10%	10%	10%	5.30	27,708	146,850
Project Manager		50%			50%		50%		50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	26.00	22,145	676,760	
Project Coordinator / Admin									50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	12.00	11,330	135,960	
Construction																																					
General Superintendent										100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	11.00	22,351	245,860	
Superintendent - Second Shift												100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	21.00	16,789	352,660		
Home Office Employees																																					
Home Office Employees		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	28.00	5,150	144,200		



Section 3

Assumptions & Clarifications

Turner

GMP SCOPE ASSUMPTIONS & CLARIFICATIONS

Below is a listing of assumptions and clarifications that form the basis of the scope that is included and not included in the GMP. Where actual conditions on the project differ from the assumptions and clarifications listed below, the estimate may require adjustment. These assumptions and clarifications serve to clarify, and take precedence over, details or items shown within RFP Documents, in the event there is a discrepancy between or among them.

GENERAL

1. The GMP is based on the 100% Construction Document dated July 14, 2021 by RS&H. Please see document list included with this GMP dated October 5, 2021.
2. The General Requirement & General Conditions costs included in this GMP assumes a stand-alone project. If the Switchgear project occurs concurrently with the Chiller 4 and 5 Replacement project, we will be able to offer savings due to those efficiencies.
3. The health and safety of all Turner employees, trade partners, and others on our project sites continues to be our top priority. As such, we have developed the following protocols, standards and requirements for all projects in order to reduce the risk of contracting or spreading COVID-19 (collectively the Turner COVID-19 Protocols and Provisions):
 - Project Mitigation Measures
 - Containing the Spread of COVID-19
 - COVID-19 Personal Protective Equipment

We have included the cost and schedule impacts in our GMP to the extent included in or required by the above referenced Turner COVID-19 Protocols and Provisions.

Any additional/alternative measures required by the Owner (including, but not limited to vaccination mandates), mandated by applicable law or regulation, recommended by CDC or OSHA, or other authorities having jurisdiction, or schedule or cost impacts caused by events outside of Turner's control, including without limitation delays and additional costs arising from COVID-19 including, but not limited to, financial shocks, supply chain disruptions, labor force disruptions and/or travel disruptions or other causes beyond Turner's reasonable control or responsibility, shall entitle Turner to an equitable adjustment of the Contract Sum and/or Contract Time. This specifically includes, but is not limited to, delays and cost escalation arising from COVID-19 cases that trigger requirements for the quarantining of individuals per our above listed protocols, as may be amended from time to time.

4. This GMP is based upon the provided Project Schedule dated 10-21-2021 (*reference Supplemental Note below) and contingent upon receiving a Notice To Proceed as indicated. Due to volatility in the construction market and its supply chain, Turner reserves its right to amend the GMP prior to receiving the Notice to Proceed for impacts beyond Turner's control. We assume that material prices will remain stable from the date of this Proposal to the execution of the applicable Subcontracts. To the extent material prices or supply chain impacts are inconsistent with the assumptions in this GMP, Turner will receive an equitable adjustment of the Guaranteed Maximum Price and the Contract Time. We recommend that the Owner maintain an allowance or Owner-held contingency to mitigate these risks. Additionally, the GMP includes the below trade specific allowances should unexpected escalation impacts occur:
 - a. An allowance in the amount of \$10,000 is included for unexpected escalation for mechanical materials and equipment.

Turner

- b. An allowance in the amount of \$250,000 is included for unexpected escalation of electrical materials and equipment.

*Supplemental Note: During negotiations of GMP, the planned Board Approval date shifted by approximately 3 weeks from the bid schedule. The GMP schedule was updated however, trade partner pricing impacts were not validated. It is understood that any pricing escalation impacts during trade partner awards related to the later award dates can be reconciled against the above allowances.

- 5. This GMP assumes the Owner and Architect will expeditiously review submittals so as to release materials for order and fabrication. Due to current supply chain disruptions, Owner and Architect will cooperate with Turner and its Subcontractors in revising specifications for material and equipment experiencing significant shortages or delays so as to maintain the Contract Time. This proposal assumes that such revisions are not a substitution and are subject to an additive or deductive (as appropriate) adjustment in the Guaranteed Maximum Price and the Contract Time.
- 6. This GMP assumes state funding and includes compliance with Appendix B. This GMP excludes compliance with Appendices A, C, and D and therefore makes no provisions to accommodate any federal funding, support, or involvement nor does the GMP include compliance with any Federal Acquisition Regulations or flow-downs.
- 7. This GMP does not include any provisions for Buy America or Buy American Act(s).
- 8. The following general scope items are **included** in the GMP:
 - a. Construction Contingency
 - b. Subcontractor Default insurance or subcontractor bonding
 - c. Payment & Performance Bond
 - d. Builder's Risk Insurance
 - e. Palm Beach County Living Wage Rate
 - f. Corporate General Liability and Workers Compensation
 - g. Sales tax on applicable materials and equipment
 - h. Owner Allowances
- 9. The following general scope items are **not included** in the GMP and are assumed to be not required, by others, or by the Owner:
 - a. Hazardous material handling and abatement
 - b. Master Building Permit
 - c. Impact Fees
 - d. Utility service charges or consumption costs
 - e. Architectural & engineering fees
 - f. Environmental Site Assessments
 - g. Geotechnical site investigation (soils report)
 - h. 3rd party inspection fees
 - i. Inspector General costs
 - j. Owner Contingency
 - k. Fire watch including but not limited to Fire department fees and fire alarm monitoring fees
 - l. BIM Services
 - m. Security Guard / Watchman Services
 - n. Sweeper trucks and operators

10. The windstorm deductible for Builder Risk Insurance is \$250,000 or 5% of the work-in-place at the time of the incident, whichever is greater.
11. Deductibles for insurance products is not included. If required, it is understood the deductibles are to be funded through additive change order to the project.
12. The GMP assumes that all existing site conditions are accurately represented on the drawings, and does not include any costs arising from changes required to address differing site conditions.
13. It is assumed that the design documents provided as the basis of this GMP are consistent with all laws, codes, and regulations affecting this project. Any changes required resulting from the permit reviews of the drawings, or during inspections due to the AHJ's interpretation of the design and codes, would need to be addressed via change order.
14. The GMP assumes that electronic drawing files (Autocad or Revit) will be provided to Turner and its trade subcontractors at no charge for use in generating shop drawings and delegated design components, and for trade coordination.
15. Any delays to this schedule caused by third parties such as building inspectors, or code consultants, or municipal agencies having jurisdiction over the project, shall be the basis of a Change Order to the contract for time extensions and additional compensation. Delays caused by PZB inspectors issuing Correction Notices due to installation not meeting FBC or NEC Requirements will not be entitled for time extension or additional compensation.
16. Liquidated Damages have not been defined at the time of GMP submission. Liquidated Damages are assumed to be limited to the below conditions, capped at the CM Fee:
 - a. Liquidated Damages to be assessed, not to exceed \$1,000 per day beyond Substantial Completion
 - b. Liquidated Damages to be assessed, not to exceed \$0 per day beyond Final Completion
17. The GMP assumes a mutual waiver of consequential damages will be obtained.
18. Hazardous material handling is excluded from the GMP. It is assumed PBIA will provide a full hazardous material survey prior to the commencement of work.
19. It is understood any cost for hurricane preparedness is to be funded from Construction Contingency.
20. The GMP includes Owner Allowances for items that are undefined in terms of design, quality, or quantity. Turner will keep the Owner notified when allowance dollars are being utilized and will request prior approval, to the extent practical to allow for the work to proceed along with the schedule. If the cost, when finalized, is more than the Allowance, the GMP shall be adjusted accordingly pursuant to the contract.
21. This estimate includes FOD management for airside activities only.

22. Area breakouts provided in the GMP summary page are for accounting purposes only and do not represent stand-alone pricing.

C – INTERIORS

23. An allowance in the amount of \$10,000 is included to furnish new doors, frames, and hardware should the existing assemblies not be able to be reused.
24. This GMP includes one prime coat and one finish coat of Sherwin Williams Pro Mar 200 eggshell at CMU wall infill.
25. This GMP includes two finish coats of Pro Industrial Acrylic at steel lintels, HM frames and HM doors.
26. This GMP includes Armorseal 8100 floor coating at equipment pad modification areas where demo, grinding and leveling of existing pads occur.
27. This GMP includes primer and two coats of Superpaint Exterior satin at exterior side of the plywood temporary enclosure. Painting of the interior side is not included.
28. This GMP includes Pro Industrial Acrylic paint at exposed MEP pipes for new work only. Painting of existing exposed MEP pipe is not included.
29. Coating of the exterior equipment pad is not included.

D – SERVICES

FIRE PROTECTION

30. Modifications to existing fire protection systems are excluded.

HVAC & CONTROLS

31. The GMP assumes existing mechanical equipment being reused and reinstalled is in good working condition and does not require repair.
32. Water treatment and detergent is excluded.
33. A 1 year warranty for labor is included for AHU-3 which will begin at beneficial use.
34. A standard 1 year warranty for new fan coil units is included and assumed to begin at beneficial use.

ELECTRICAL & LOW VOLTAGE SYSTEMS

35. The GMP includes diverting existing water to an existing green area and/or drain located on site for all dewatering activities. Dewatering systems and associated permit fees are excluded.
36. The GMP assumes that FP&L has performed a utility MV study and has confirmed the reliability of A and B MV service.
37. The GMP includes initial fuel only for the stand by generators being provided for Substation B and Substation C for when the systems are down to one transformer.

- 38. The GMP excludes a temporary generator in order to back up the entire complex while redundant power is taken offline.
- 39. Medium Voltage switchgear A and D are existing to remain therefore an Arc Flash study has not been included.
- 40. The GMP assumes that all existing raceways systems to be re-used are in reusable condition.
- 41. In the event that an underground conduit is not reusable the GMP excludes saw cutting and patching of existing floors and slabs to install new/correct conduit issue.
- 42. This GMP includes painting of exterior exposed conduits only.
- 43. The GMP assumes that new medium voltage switchboard breakers will be located in the exact same location as the previous Siemen switchboards, resulting in no modifications to downstream conduit/wire.
- 44. The technical specifications require a (3) year service agreement to be included in the GMP to provide the manufacturer's recommended maintenance during the warranty period. This GMP is based upon Eaton Corporation's suggested services per their proposed Tri-annual Service Agreement Scope dated October 5, 2021.

F – SPECIAL CONSTRUCTION & DEMOLITION

TEMPORARY PARTITIONS

- 45. Temporary partitions are included per the design indicated on sheet G004. These walls are anticipated to be weather resistant, however, will not be waterproof.

DEMOLITION

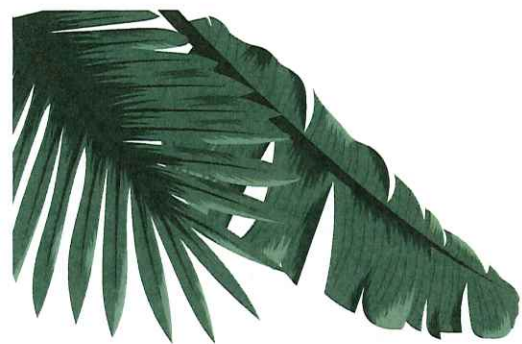
- 46. This estimate excludes any modification to the opening at the Main Electrical room. It is assumed that the opening is adequate to remove and install the switchgear.
- 47. Shoring at removed exterior door locations is excluded.

G – SITEWORK

LANDSCAPING

- 48. The GMP includes turf maintenance until final acceptance of all contract work. If turf maintenance is required for only one month after sod installation, a deduct alternate has been provided for consideration.

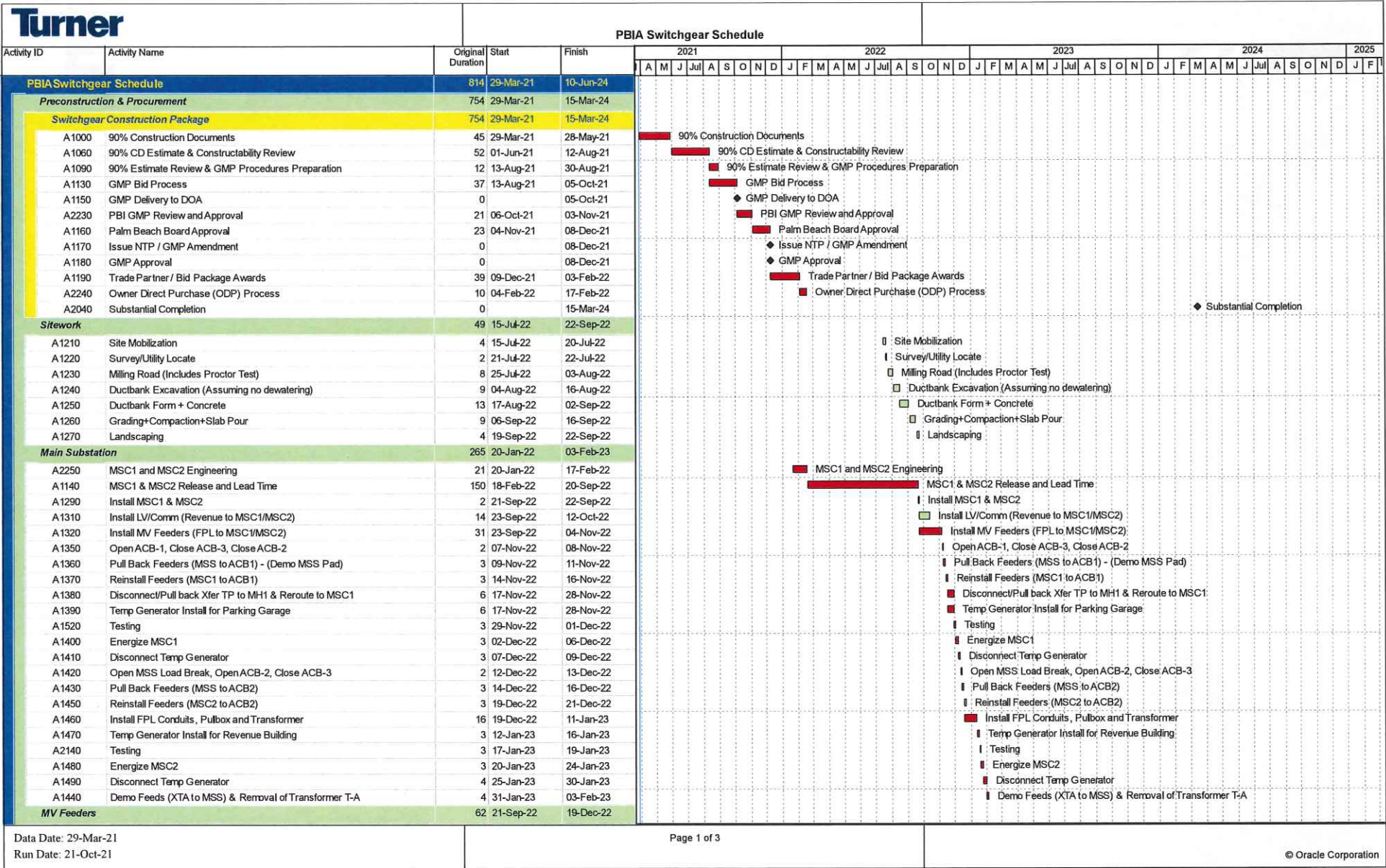
END OF SCOPE CLARIFICATIONS



Section 4

Project Schedule & Site Logistics Plan

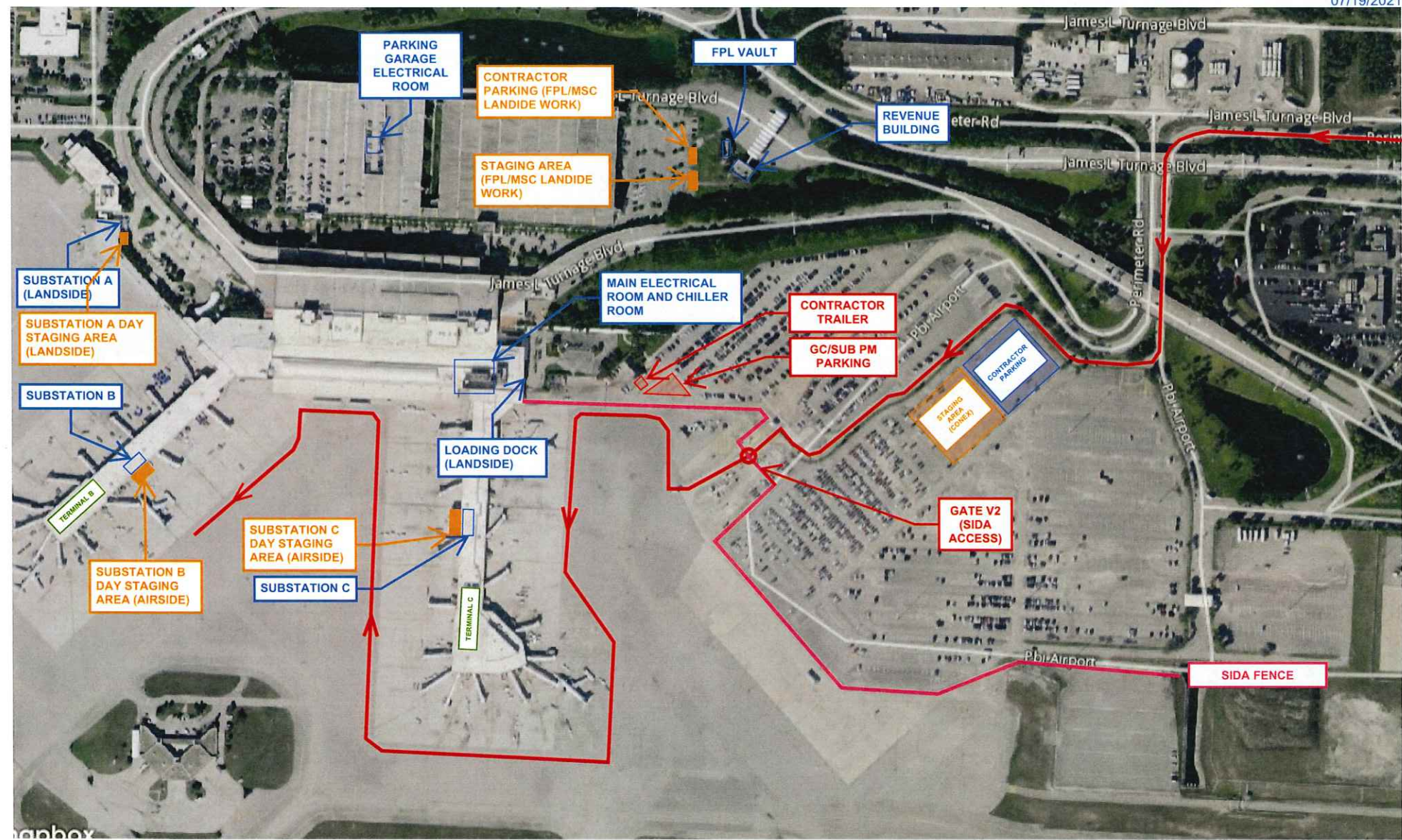
Turner





PBIA Switchgear Schedule

Activity ID	Activity Name	Original Duration	Start	Finish	2021							2022							2023							2024							2025													
					A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M						
Substation C	A2090 Open Tie Breaker on SWBD JBB1. Close New CBB-11 & Main Breaker on SWBD JBB1	2	18-Sep-23	19-Sep-23	Open Tie Breaker on SWBD JBB1. Close New CBB-11 & Main Breaker on SWBD JBB1																																									
	A1840 Light Fixtures	5	20-Sep-23	26-Sep-23	Light Fixtures																																									
	A1340 SUBSTATION C RELEASE DEADLINE	215	12-Dec-22	13-Oct-23	SUBSTATION C RELEASE DEADLINE																																									
	A1800 TEMP SWITCHGEAR RELEASE DEADLINE	45	31-Aug-23	02-Nov-23	TEMP SWITCHGEAR RELEASE DEADLINE																																									
	A1850 Open ACB-7A, Open LBS-22 and Open CBC-12. Isolate T-48, LBS-21 and LBS-22. Close CBC-6	2	27-Sep-23	28-Sep-23	Open ACB-7A, Open LBS-22 and Open CBC-12. Isolate T-48, LBS-21 and LBS-22. Close CBC-6																																									
	A1870 Demo CBC12, LBS21, LBS22, T48. Demo conductors	3	29-Sep-23	03-Oct-23	Demo CBC12, LBS21, LBS22, T48. Demo conductors																																									
	A2100 Temporary Generator Installation	3	29-Sep-23	03-Oct-23	Temporary Generator Installation																																									
	A1860 Demo FMS for CBC12. Isolate sections left of CBC12	8	04-Oct-23	13-Oct-23	Demo FMS for CBC12. Isolate sections left of CBC12																																									
A1880 Install new LBS21, T48 and 2 Sub Sections	10	16-Oct-23	27-Oct-23	Install new LBS21, T48 and 2 Sub Sections																																										
A2200 Testing	1	30-Oct-23	30-Oct-23	Testing																																										
A1890 Close ACB-7A, LBS21 and CBC2.	3	31-Oct-23	02-Nov-23	Close ACB-7A, LBS21 and CBC2.																																										
A1900 Install Switchboard JBC2 and Temporary Conduits for SWBD CT, Panel C/CM. Connect to Panel M.	17	03-Nov-23	29-Nov-23	Install Switchboard JBC2 and Temporary Conduits for SWBD CT, Panel C/CM. Connect to Panel M.																																										
A2110 Open CBC-16 and Main Breaker on SWBD JBC1. Close Tie Breaker on SWBD JBC1.	2	30-Nov-23	01-Dec-23	Open CBC-16 and Main Breaker on SWBD JBC1. Close Tie Breaker on SWBD JBC1.																																										
A1910 Isolate CBC6, 7, 8, 9, 10, 11, 14 and 16. FMS Demo.	5	04-Dec-23	08-Dec-23	Isolate CBC6, 7, 8, 9, 10, 11, 14 and 16. FMS Demo.																																										
A1920 Demo CBC6, 7, 8, 9, 10, 11, 14 and 16	3	11-Dec-23	13-Dec-23	Demo CBC6, 7, 8, 9, 10, 11, 14 and 16																																										
A1930 Install 2 new substations containing CBC-4, 6, 8, 10, 12 and 14.	4	14-Dec-23	19-Dec-23	Install 2 new substations containing CBC-4, 6, 8, 10, 12 and 14.																																										
A2210 Testing	1	20-Dec-23	20-Dec-23	Testing																																										
A1940 Demo temporary conduit to SWBD CT, Panel C, CM & M	5	21-Dec-23	28-Dec-23	Demo temporary conduit to SWBD CT, Panel C, CM & M																																										
A1950 Temporary Conduit from Switchboard JBC2 to CA2 and T49. Connect T-CDP to Temp Switchboard	10	29-Dec-23	12-Jan-24	Temporary Conduit from Switchboard JBC2 to CA2 and T49. Connect T-CDP to Temp Switchboard																																										
A1960 Temp Generator and Conduits to SWBD CA	5	15-Jan-24	19-Jan-24	Temp Generator and Conduits to SWBD CA																																										
A2130 Open CBC-15 and Main Breaker on SWBD JBC1. Close CBC-14 and Tie Breaker on SWBD JBC1.	2	22-Jan-24	23-Jan-24	Open CBC-15 and Main Breaker on SWBD JBC1. Close CBC-14 and Tie Breaker on SWBD JBC1.																																										
A2120 Remove Temporary Conduit and Generator	3	24-Jan-24	26-Jan-24	Remove Temporary Conduit and Generator																																										
A1970 Open ACB-6A and LBS-19.	2	29-Jan-24	30-Jan-24	Open ACB-6A and LBS-19.																																										
A1980 Demo FMS.	4	31-Jan-24	05-Feb-24	Demo FMS.																																										
A1990 Demo remaining sections of Substation C.	14	31-Jan-24	19-Feb-24	Demo remaining sections of Substation C.																																										
A2000 Install remaining sections of Substation C.	4	20-Feb-24	23-Feb-24	Install remaining sections of Substation C.																																										
A2010 Demo temporary conduit, generator and switchboard and connect CA, CA2, JBC1, TCDP and T49 to Substation C	5	26-Feb-24	01-Mar-24	Demo temporary conduit, generator and switchboard and connect CA, CA2, JBC1, TCDP and T49 to Substation C																																										
A2220 Testing	1	04-Mar-24	04-Mar-24	Testing																																										
A2020 Close ACB-6A, Close LBS-19, Open CBC3, Close CBC3	2	05-Mar-24	06-Mar-24	Close ACB-6A, Close LBS-19, Open CBC3, Close CBC3																																										
A2030 Light Fixtures	7	07-Mar-24	15-Mar-24	Light Fixtures																																										
Phase 5.3 - Project Closeout		60	18-Mar-24	10-Jun-24	Phase 5.3 - Project Closeout																																									
A2050 Demobilization	5	18-Mar-24	22-Mar-24	Demobilization																																										
A2060 Closeout	60	18-Mar-24	10-Jun-24	Closeout																																										

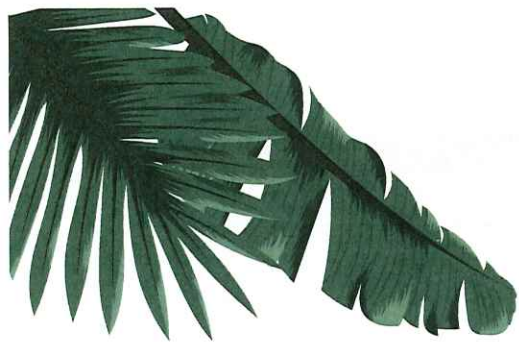


*Logistics Plan may be revised as needed by DOA.

PBIA LOGISTICS PLAN



ELECTRICAL EQUIPMENT DELIVERY LOGISTICS PLAN



Section 5

Document List

Turner

GMP DOCUMENT LIST			
DOCUMENT DESCRIPTION	ISSUANCE	ISSUE DATE	TURNER RECEIVED
DRAWINGS:			
FRONT SHEETS:			
G000 - COVER SHEET	100% CD's	7/14/2021	7/19/2021
G001 - GENERAL CONTRACT NOTES AND SAFETY AND SECURITY NOTES	100% CD's	7/14/2021	8/4/2021
G002 - WORK AREA & ACCESS ROUTE	100% CD's	7/14/2021	7/19/2021
G003 - CONSTRUCTION SCHEDULE	100% CD's	7/14/2021	7/19/2021
G004 - TEMPORARY WORK PLANS, NOTES AND DETAILS	100% CD's	7/14/2021	8/4/2021
CIVIL:			
C101 - CIVIL DEMOLITION PLAN	ADDENDUM 2	9/2/2021	9/2/2021
C201 - CIVIL GEOMETRY PLAN	ADDENDUM 2	9/2/2021	9/2/2021
STRUCTURAL:			
S001 - GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS	100% CD's	7/14/2021	7/19/2021
S002 - CONCOURSE B & C SWITCHGEAR ROOM ELEVATIONS	100% CD's	7/14/2021	8/4/2021
MECHANICAL:			
M001 - MECHANICAL ABBREVIATIONS, GENERAL NOTES AND LEGENDS	100% CD's	7/14/2021	7/19/2021
M002 - MECHANICAL SPECIFICATIONS	100% CD's	7/14/2021	7/19/2021
M003 - MECHANICAL SPECIFICATIONS	100% CD's	7/14/2021	7/19/2021
M100 - OVERALL MECHANICAL DEMOLITION PLAN	100% CD's	7/14/2021	7/19/2021
M501 - MECHANICAL DETAILS	100% CD's	7/14/2021	7/19/2021
ELECTRICAL:			
E001 - ELECTRICAL GENERAL NOTES	100% CD's	7/14/2021	7/19/2021
E002 - ELECTRICAL LEGEND	100% CD's	7/14/2021	7/19/2021
E003 - ELECTRICAL NOTES	ADDENDUM 1	8/31/2021	9/1/2021
E004 - ELECTRICAL NOTES	100% CD's	7/14/2021	7/19/2021
E100 - ELECTRICAL OVERALL SITE KEY MAP	100% CD's	7/14/2021	7/19/2021
E101 - ELECTRICAL DEMOLITION SITE PLAN	ADDENDUM 1	8/31/2021	9/1/2021
E102 - ELECTRICAL DEMOLITION SITE PLAN	ADDENDUM 1	8/31/2021	9/1/2021
E103 - ELECTRICAL INSTALLATION SITE PLAN	ADDENDUM 1	8/31/2021	9/1/2021
E104 - ELECTRICAL INSTALLATION SITE PLAN	ADDENDUM 1	8/31/2021	9/1/2021
E110 - ELECTRICAL OVERALL KEY MAP	100% CD's	7/14/2021	7/19/2021
E111 - ELECTRICAL PLAN LEVEL 1	ADDENDUM 1	8/31/2021	9/1/2021
E112 - ELECTRICAL PLAN LEVEL 1	ADDENDUM 1	8/31/2021	9/1/2021
E113 - ELECTRICAL PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021
E114 - ELECTRICAL PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021
E115 - ELECTRICAL PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021
E116 - ELECTRICAL PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021
E117 - ELECTRICAL PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021
E401 - MAIN ELECTRICAL ROOM ENLARGED DEMOLITION PLAN	ADDENDUM 1	8/31/2021	9/1/2021
E402 - SUBSTATION B ELECTRICAL ROOM ENLARGED DEMOLITION PLAN	100% CD's	7/14/2021	7/19/2021
E403 - SUBSTATION C ELECTRICAL ROOM ENLARGED DEMOLITION PLAN	100% CD's	7/14/2021	7/19/2021
E404 - MAIN ELECTRICAL ROOM ENLARGED INSTALLATION PLAN	ADDENDUM 1	8/31/2021	9/1/2021
E405 - SUBSTATION B ELECTRICAL ROOM ENLARGED INSTALLATION PLAN	100% CD's	7/14/2021	7/19/2021
E406 - SUBSTATION C ELECTRICAL ROOM ENLARGED INSTALLATION PLAN	100% CD's	7/14/2021	7/19/2021
E407 - FP&L VAULT BUILDING AND REVENUE BUILDING PLANS	100% CD's	7/14/2021	7/19/2021
E501 - ELECTRICAL DETAILS	100% CD's	7/14/2021	7/19/2021
E502 - ELECTRICAL DETAILS	100% CD's	7/14/2021	7/19/2021
E503 - ELECTRICAL DETAILS	100% CD's	7/14/2021	7/19/2021
E601 - ELECTRICAL SCHEDULES	100% CD's	7/14/2021	7/19/2021
E602 - ELECTRICAL SCHEDULES	ADDENDUM 1	8/31/2021	9/1/2021
E701 - ELECTRICAL MAIN SUBSTATION & SWITCHGEAR NPDS ONE-LINE DIAGRAM - DEMOLITION	ADDENDUM 1	8/31/2021	9/1/2021
E702 - ELECTRICAL SUBSTATION B ONE-LINE DIAGRAM - DEMOLITION	100% CD's	7/14/2021	7/19/2021
E703 - ELECTRICAL SUBSTATION C ONE-LINE DIAGRAM - DEMOLITION	ADDENDUM 1	8/31/2021	9/1/2021
E704 - ELECTRICAL MAIN SWITCH NO.1 & SWITCHGEAR NPDS ONE-LINE DIAGRAM - INSTALLATION	ADDENDUM 1	8/31/2021	9/1/2021
E705 - ELECTRICAL MAIN SWITCH NO.2 & SWITCHGEAR NPDS ONE-LINE DIAGRAM - INSTALLATION	ADDENDUM 1	8/31/2021	9/1/2021
E706 - ELECTRICAL SWITCHGEAR NPDS ELEVATION VIEW AND RISER DIAGRAMS	100% CD's	7/14/2021	7/19/2021
E707 - ELECTRICAL SUBSTATION B ONE-LINE DIAGRAM - INSTALLATION	100% CD's	7/14/2021	7/19/2021
E708 - ELECTRICAL SUBSTATION B ELEVATION VIEW AND RISER DIAGRAMS	100% CD's	7/14/2021	7/19/2021
E709 - ELECTRICAL SUBSTATION C ONE-LINE DIAGRAM - INSTALLATION	ADDENDUM 1	8/31/2021	9/1/2021
E710 - ELECTRICAL SUBSTATION C ELEVATION VIEW AND RISER DIAGRAMS	100% CD's	7/14/2021	7/19/2021
E711 - ELECTRICAL SWITCHGEAR EDPS & SUBSTATION A & D ONE-LINE DIAGRAMS	100% CD's	7/14/2021	7/19/2021
E712 - ELECTRICAL SUBSTATION T ONE-LINE DIAGRAM	100% CD's	7/14/2021	7/19/2021
TECHNOLOGY:			
T001 - GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	100% CD's	7/14/2021	7/19/2021
T110 - COMMUNICATIONS OVERALL KEY MAP	100% CD's	7/14/2021	7/19/2021
T112 - COMMUNICATIONS FLOOR PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021
T116 - COMMUNICATIONS FLOOR PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021

GMP DOCUMENT LIST			
DOCUMENT DESCRIPTION	ISSUANCE	ISSUE DATE	TURNER RECEIVED
T117 - COMMUNCATIONS FLOOR PLAN LEVEL 1	100% CD's	7/14/2021	7/19/2021
T401 - COMMUNICATIONS ENLARGED PLAN	100% CD's	7/14/2021	7/19/2021
T402 - COMMUNICATIONS ENLARGED PLAN	100% CD's	7/14/2021	7/19/2021
T403 - COMMUNICATIONS ENLARGED PLAN	100% CD's	7/14/2021	7/19/2021
T501 - COMMUNICATIONS EQUIPMENT DETAILS	100% CD's	7/14/2021	7/19/2021
T701 - FMS NETWORK BLOCK DIAGRAM	100% CD's	7/14/2021	7/19/2021
T702 - COMMUNICATIONS INTERCONNECT DIAGRAMS	100% CD's	7/14/2021	7/19/2021
T703 - COMMUNICATIONS RISER DIAGRAMS	100% CD's	7/14/2021	7/19/2021
ADDITIONAL INFORMATION:			
SWITCHGEAR NPDS REPLACEMENT 100% TECH SPECS	100% CD's	7/14/2021	7/19/2021
TABLE OF CONTENTS	ADDENDUM 2	9/2/2021	9/2/2021
260800 - COMMISIONING OF ELECTRICAL SYSTEMS	ADDENDUM 1	8/31/2021	9/1/2021
FDOT SECTION 570 - PERFORMANCE TURF	ADDENDUM 2	9/2/2021	9/2/2021



Section 6
Trade Contractor List

Turner



Palm Beach International Airport
Switchgear NPDS Replacement
Trade Partner List

Date: 10/22/2021

Package Number	Package Description	Trade Partner Name
03 00 00	Concrete & Masonry	Alen Construction
05 00 00	Structural Steel	Skyline Steel
09 90 00	Temporary Partitions	HDZ Builders Inc
09 50 00	Painting	Service Contracting Solutions
23 00 00	HVAC	B&I Contractors, Inc
26 00 00	Electrical	Davco Electrical
32 00 00	Site Work	Ferreira Construction Company, Inc
32 20 00	Landscaping	Southern Blossoms



Section 7 DBE Utilization Report

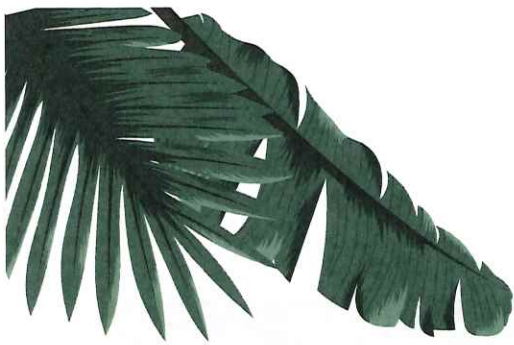
Turner



Palm Beach International Airport
Switchgear NPDS Replacement
DBE Utilization Report

Date: 10/22/2021

Package Number	Package Description	Company Name	GMP SOV	DBE Utilization Percentage	Anticipated DBE Utilization Amount	% of GMP
01 00 00	General Requirements	Various	\$ 241,092	0%	\$ -	0.00%
03 00 00	Concrete & Masonry	Alen Construction	\$ 178,100	93%	\$ 165,600	1.32%
05 00 00	Structural Steel	Skyline Steel	\$ 28,212	0%	\$ -	0.00%
09 90 00	Temporary Partitions	HDZ Builders Inc	\$ 54,315	94%	\$ 51,187	0.41%
09 50 00	Painting	Service Contracting Solutions	\$ 15,240	0%	\$ -	0.00%
23 00 00	HVAC	B&I Contractors, Inc	\$ 149,800	0%	\$ -	0.00%
26 00 00	Electrical	Davco Electrical	\$ 8,487,391	15%	\$ 1,292,594	10.28%
32 00 00	Site Work	Ferreira Construction Company, Inc	\$ 214,141	0%	\$ -	0.00%
32 20 00	Landscaping	Southern Blossoms	\$ 71,503	0%	\$ -	0.00%
	Totals				\$ 1,509,381	12.00%



Section 8
Bid Tabulations

03 Concrete & Masonry

ProjectPBIA Switchgear NPDS Replacement

Job #TBO

A/ERSH

Bid Date9/13/2021

API DateTBD

EstJoe Harlow (Pricon Manager), Sharnie Earle (Lead Estimator)

ProGreg Walker (Procurement Manager)

OpsMargaret Simone (Project Executive), Christian Kottar (Project Manager)

Estimator

Legend

y

INCLUDED

n

EXCLUDED

?

QUESTION

#

QUANTITY

Company	Alen Construction	AC	Structural Builder	SB
Contact	Ruben Alen		Milen Ramirez/Lucero	
Phone 1	786-236-9293		786-703-7786 x2006	
Phone 2	(111) 111-1111		(111) 111-1111	
E-mail	ruben@alenconstructiongroup.com		lucero@structuralbldr.com	
Proposal Date	9/13/2021		9/23/2019	
Bid Level (y/n)	FULLY SCOPED		FULLY SCOPED	
Subcontractor Bid	\$ 110,000		\$ 217,717	
Total Adjustments	\$ 68,100	61.9%	\$ 66,901	30.7%
Levelled Total Bid	\$ 178,100		\$ 284,618	60%

		Turner Estimate				\$X,XXX,XXX											
A/Q	Item	Description	y/n	Sub Response	Qty.	Unit	\$/Unit	\$ Total	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug	
		Turner Construction Company's Environmental Health and Safety Program															
	1	Abide by Turner Construction Company's Environmental Health and Safety Program	y						y				y				
	2	Review + Compliance of all items under Project Manual on Bidg Connected	y						y				y				
	3	OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.	y						y				y				
	4	If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.	n						n	not req'd			n	not req'd			
		Bid Acknowledgements															
	1	Turner Form 36 (07/15/13), Form 166 (02/11/16), Form 380 (06/30/14)	y						y				y				
	2	Turner Bid Form Completed	y						y				y				
	3	Acknowledge ALL files saved on Bidg Connected as of proposal due date.	y						y				y				
	4	Include all applicable insurances (GLWC, Automobile, etc)	y						y				y				
	5	Include all Applicable Taxes	y						y				y				
	6	Bid valid for 90 days	y						y				y				
	7	Use of All Specified Manufacturers (if N, Substitution Request Form submitted with bid)	y						y				y				
	8	Drug Testing	y						y				y				
	9	Include PBIA Badging Requirements	y						y				y				
	10	Visited Project site	y						n		Did not attend		n		Did not attend		
	11	Palm Beach County Living Wage	y						y				y				
		Key Quantities and Breakouts (Populate Below)															
	1	Total Manhours	#						#				#				
	2	Peak # of Workers anticipated	#						#				#				
	3	Substation B	#						#	[\$67,500]			#	[\$118,930]			
	4	Substation C	#						#	[\$67,500]			#	[\$118,930]			
	5	Balance of Work	#						#	[\$43,100]			#				
		Subcontractors (Provide Name, Scope UBE % and Price \$)															
	1	What are sources of Labor included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?	?						?	Company			?	Company			
	2	Identify Long Lead Time	?						?	none			?	none			
	3	Identify Major Subcontractors	?						?	none			?	none			
		Prequalification															
	1	Current Prequalification Questionnaire on file or Submitted at time of Bid	y						y				y				
	2	Current Experience Modification Rating (EMR) - must be 1.0 or below (or EMR Waiver required):	?						?	0.74			?	0.72			
	3	Provide Payment and Performance Bond Rate (Provide Rate: _____%)	?						?	2.50%			?	2.00%			
	4	Include Payment and Performance Bond	n						n				n				

AP-1 Statement of Work		Alen Construction		B1		Structural Builder		B1	
PBIA Switchgear NPDS Replacement		0				0			
03 Concrete & Masonry		y/n		Sub					
TBD									
A. General									
	1	The Work as defined in Article I, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.	y					y	
	2	The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantees to perform the complete 03 Concrete & Masonry scope as defined in this Statement of Work and as shown or described in the Contract Documents.	y					y	
	3	The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.	y					y	
	4	In this Statement of Work, the term "provide" shall be defined as meaning "unish and install."	y					y	
B. Documents									
		The Work shall consist of 03 Concrete & Masonry Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RSH and listed in the Additional Provisions AP-2, including without limitation the following:	y					y	
		TIL 1 & TIL 2	y					y	
		RFIs: Pre-Bid & Set 01	y					y	
C. Inclusions									
	1	STANDARD REQUIREMENTS							
	2	Includes Hoisting/Rigging/Scaffolding Required for your Work	y					y	
	3	Includes Daily Cleanup to Dumpster & daily trash recycling to recycling dumpsters	y					y	
	4	Include all Permits for work of your trade (cost of General Trades Building Permit by Others)	n					n	
	5	Include all trade relative work in the Division One Specification, Temporary Facilities, etc	y					y	
	6	Include all blocking, brackets, fixtures, shims, connections and other items necessary for a complete system	y					y	
	7	Include all cutting, coring, sleeving, & firestopping for penetrations relative to your trade for a complete system	y					y	
	8	Have Field conditions been investigated? No additional compensation will be allowed for work that could be viewed in the field.	y					y	
	9	All work performed shall be per governing codes	y					y	
	10	Include cost of all surveying and layout (baseline survey to be provided by others)	y					y	
	11	Include field Measurement as required prior to fabrications	y					y	
	12								
	13	SPECIFIC SCOPE ITEMS							
	14	Furnish and install all components for CMU Infill at Substation B & C door opening, including but not limited to:							
	15	8" Grouted CMU Block	n					y	(\$4,500) AC
	16	CMU reinforcement	n					y	w/above
	17	8" Half Block above HM frame	y					y	
	18	Drill and epoxy/rebolt into existing CMU/Concrete	y					y	
	19	Remove and Reinstall existing foam insulated HM Frame	y					y	
	20	Remove and Reinstall existing door and hardware	y					y	
	21	Reinstall existing rain drip	y					y	
	22	Weatherstripping	y					y	
	23	Interior caulking	y					y	
	24	Exterior sealant w/backer rod	y					y	
	25								
	26	Demo, Furnish and Install all comonents for Equipment Pad Modifications, including but not limited to:							
	27	Demo of existing equipment pad per modification plan	y					y	
	28	Grnd down and level at pad removal areas in order to have a flush finish	y					y	
	29	Extend existing equipment pads per modification plan	y					y	
	30	Patch and repair slab as required to provide clean finish surface	y					y	
	31	Provide exterior concrete pad next to Revenue Building	y					n	\$12,500 AC
	32	Provide concrete pad for FPL switch cabinet	y					n	\$12,500 TCCO
	33	Include pad modifications at FPL Building	y					n	\$5,600 AC
	34								
	35	Provide the following Misc. Items:							
	36	Provide protection for areas adjacent to your work.	y					y	
	37	Provide FGD sweeper for inside activities	n					n	
	38	Provide concrete imaging at pad modifications	y					n	\$10,500 AC
	39	Remove sluice infill above frame at Substation B & C	y					n	\$2,500 AC
	40								
	41	Additional provisions to be included:							
	42	Provide all material and labor in the demolition of ALL equipment pads as indicated in construction drawings	y					y	
	43	Provide all material and labor in the installation of ALL equipment pads as indicated in construction drawings	y					y	
	44	Removal of concrete, rebar and other discarded materials to be placed in Waste Container provided under the contract, and removed by the contractor at the end of each working da	y					y	
	45								
D. Exclusions				AP-1				Sub:	
	1	Coating of equipment pads at cut and new extended areas (By Paint)	n					n	
	2	Remove & reuse steel lintel (By Steel)	n					n	
	3	Furnish and install new steel beam/lintel (By Steel)	n					n	

03 Concrete & Masonry

Project PBIA Switchgear NPDS Replacement
Job # TBD
A/E RS&H
Bid Date 9/13/2021
AP1 Date TBD
Est Joe Harlow (Precon Manager), Sharnie Earle (Lead Estimator)
Pro Greg Walker (Procurement Manager)
Ops Margaret Simone (Project Executive), Christian Kottar (Project Manager)

Legend
y INCLUDED
n EXCLUDED
? QUESTION
QUANTITY

Company
Contact
Phone 1
Phone 2
E-mail
Proposal Date
Bid Level (y/n)
Subcontractor Bid
Total Adjustments
Leveled Total Bid
Notes

Alen Construction		AC	Structural Builder		SB
Ruben Alen 786-236-8293 (111) 111-1111 ruben@alencorconstructiongroup.com			Milton Ramirez/Lucero 786-703-7786 x2006 (111) 111-1111 mlucero@structuralbldr.com		
9/13/2021			8/23/2019		
FULLY SCOPED			FULLY SCOPED		
\$ 110,000			\$ 217,717		
\$ 68,100 61.9%			\$ 66,901 30.7%		
\$ 178,100			\$ 284,618 60%		
n			n		
n			n		
y	100% DBE		n		Not DBE
y			y		
y			y		
y			y		
y			y		
y			y		
y			y		
y			n	will not provide add since they cant predict market conditions in 2023.	
	\$9,000			\$9,000	
	\$10,000			\$10,000	
	\$10,000			\$10,000	
Yes/No→	yes		Yes/No→	yes	
	\$ 110,000			\$ 217,717	
	\$ 68,100			\$ 66,901	
	\$ 178,100			\$ 284,618	
LOW BID 1			2		60%

4	Temporary shoring and removal (By Demo)	n					n						
5	Paint/Floor sealer at grind down pad removal areas (By Paint)	n					n						
6													
E. Special Trade Requirements													
1	% DBE - Disadvantaged Business Enterprise(Registered w/ Palm Beach County): Provide percentage (%) commitment included within bid for prime and lower tiers.	y					y	100% DBE		n		Not DBE	
2	Wage Rate Requirements Included(Palm Beach County Living Wage 2021) with proper job classifications	y					y			y			
3	Professional Liability Insurance (if delegated design requirements identified in scope)	y					y			y			
3a	\$3,000,000 per occurrence/\$3,000,000 aggregate(Minimum limits, refer to Policy)	y					y			y			
3b	Office Policy (Or Project Specific)	y					y			y			
3c	Deductible amount - Not more than \$50,000 payable by Subcontractor	y					y			y			
4	Includes escalation of labor and material costs	y					y			y			
F. Schedule													
1	Review + Adhere to most current Project Schedule located under Project Manual in Bidg Connected	y					y			n		will not provide add since they cant predict market conditions in 2023.	
Allowances & Holds													
H	1	Additional protection for sawcutting activities	y	3 ea	\$3,000	\$9,000		\$9,000				\$9,000	
H	2	Misc. cutting and patching at existing areas	y	4 ea	\$2,500	\$10,000		\$10,000				\$10,000	
A	3	Provide new DFH at Substation B & C	y	2 ea	\$5,000.00	\$10,000		\$10,000				\$10,000	
	4												
	5												
Fully Scoped?													
								Yes/No -->	yes	Yes/No -->	yes		
Subcontractor Bid									\$ 110,000		\$ 217,717		
Total Adjustments									\$ 68,100		\$ 66,901		
Leveled Total Bid									\$ 178,100		\$ 284,618		
									LOW BID 1		2		60%

05 Struct Steel

Project	PBIA Switchgear NPDS Replacement
Job #	TBD
A/E	RS&H
Bid Date	9/13/2021
AP1 Date	TBD
Est	Joe Harlow (Pregon Manager), Sharnie Earle (Lead Estimator)
Pro	Greg Walker (Procurement Manager)
Ops	Margaret Simone (Project Executive), Christian Kottar (Project Manager)
Estimator	

Legend
y INCLUDED
n EXCLUDED
? QUESTION
QUANTITY

Skyline Steel	SS	George's Welding	GW	Alen Construction	AC
David Davis 954-968-1912 (111) 111-1111 estimating@skylinesteel.net		Jorge Amador/Rafel 786-586-5886 (111) 111-1111 rburzes@georgieswelding.com		Rueben Alen 786-236-9293 (111) 111-1111 rben@alencconstructiongroup.com	
9/13/2021		9/13/2021		9/13/2021	
FULLY SCOPED		FULLY SCOPED		FULLY SCOPED	
\$ 10,612		\$ 49,695		\$ 50,000	
\$ 17,600	165.8%	\$ -	0.0%	\$ -	0.0%
\$ 28,212		\$ 49,695	76%	\$ 50,000	77%

A/Q	Item	Description	y/n	Sub Response	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug
		Turner Construction Company's Environmental Health and Safety Program														
	1	Abide by Turner Construction Company's Environmental Health and Safety Program	y		y				y				y			
	2	Review + Compliance of all items under Project Manual on Bldg Connected	y		y				y				y			
	3	OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.	y		y				y				y			
	4	If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.	n	not req'd	n	not req'd			n	not req'd			n	not req'd		
		Bid Acknowledgements														
	1	Turner Form 36 (07/15/13), Form 166 (02/11/16), Form 380 (06/30/14)	y		y				y				y			
	2	Turner Bid Form Completed	y		y				y				y			
	3	Acknowledge ALL files saved on Bldg Connected as of proposal due date.	y		y				y				y			
	4	Include all applicable insurances (GLWC, Automobile, etc)	y		y				y				y			
	5	Include all Applicable Taxes	y		y				y				y			
	6	Bid valid for 90 days	y		y				y				y			
	7	Use of All Specified Manufacturers (if N, Substitution Request Form submitted with bid)	y		y				y				y			
	8	Drug Testing	y		y				y				y			
	9	Include PBIA Badging Requirements	y		y				y				y			
	10	Visited Project site	y		n	Did not attend			n	Did not attend			n	Did not attend		
	11	Palm Beach County Living Wage	y		y				y				y			
		Key Quantities and Breakouts (Populate Below)														
	1	Total Manhours	#		#				#				#			
	2	Peak # of Workers anticipated	#		#				#				#			
	3	Substation B	#		#	\$[10,106]			#	\$[24,848]			#	none	\$[25,000]	
	4	Substation C	#		#	\$[10,106]			#	\$[24,848]			#	none	\$[25,000]	
		Subcontractors (Provide Name, Scope UBE % and Price \$)														
	1	What are sources of Labor included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?	?		?	Company			?	Company			?	Company		
	2	Identify Long Lead Time	?		?	none			?	none			?	none		
	3	Identify Major Subcontractors	?		?	none			?	none			?	none		
		Prequalification														
	1	Current Prequalification Questionnaire on file or Submitted at time of Bid	y		y				y				y			
	2	Current Experience Modification Rating (EMR) - must be 1.0 or below [or EMR Waiver required]	?		?	0.91			?	0.85			?	0.74		
	3	Provide Payment and Performance Bond Rate (Provide Rate: _____ %)	?		?	1.50%			?	2.00%			?	2.50%		
	4	Include Payment and Performance Bond	n		n				n				n			

AP-1 Statement of Work					Skyline Steel		B1	George's Welding		B1	Alen Construction		B1
PBIA Switchgear NPDS Replacement					0			0			0		
05 Struct Steel					-			-			-		
TBD													
A. General													
	1	The Work as defined in Article I, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.	y		y			y			y		
	2	The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantees to perform the complete 05 Struct Steel scope as defined in this Statement of Work and as shown or described in the Contract Documents.	y		y			y			y		
	3	The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.	y		y			y			y		
	4	In this Statement of Work, the term "provide" shall be defined as meaning "furnish and install."	y		y			y			y		
B. Documents													
		The Work shall consist of 05 Struct Steel Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RS&H and listed in the Additional Provisions AP-2, including without limitation the following:	y		y			y			y		
		TIL 1-2	y		y			y			y		
		RFIs: Pre-Bid & Set 01	y		y			y			y		
C. Inclusions													
	1	STANDARD REQUIREMENTS											
	2	Includes Hoisting/Rigging/Scaffolding Required for your Work	y		y			y			y		
	3	Includes Daily Cleanup to Dumpster & daily trash recycling to recycling dumpsters	y		y			y			y		
	5	Include all Permits for work of your trade (cost of General Trades Building Permit by Others)	y		y			y			y		
	6	Include all trade relative work in the Division One Specification. Temporary Facilities, etc	y		y			y			y		
	7	Include all blocking, brackets, fixtures, shims, connections and other items necessary for a complete system	y		y			y			y		
	8	Include all cutting, coring, sleeving, & firestopping for penetrations relative to your trade for a complete system	n		n			n			n		
	9	Have Field conditions been investigated? No additional compensation will be allowed for work that could be viewed in the field.	y		n	no site visit	\$5,000	TCCO	y		y		
	10	All work performed shall be per governing codes	y		y			y			y		
	11	Include cost of all surveying and layout (baseline survey to be provided by others)	y		y			y			y		
	12	Include field Measurement as required prior to fabrications	y		y			y			y		
	13												
	14	SPECIFIC SCOPE ITEMS											
	15	Furnish and Install Steel at Substation B & C Door Openings, including but not limited to:			n		\$2,600	SS	y		y		
3/G004	16	Remove and install existing steel lintel	y		y				y		y		
5/G004	17	Furnish and install new steel tube lintel	y		y				y		y		
9/G004	18	Furnish and install new steel plate	y		y				y		y		
	19												
	20	Misc. Items:											
	21	Provide a FOD sweeper for inside activities	n		n				n		n		
	22												
D. Exclusions													
	1												
E. Special Trade Requirements													
	1	% DBE - Disadvantaged Business Enterprise (Registered w/ Palm Beach County): Provide percentage (%) commitment included within bid for prime and lower tiers.	y		n	Not DBE			n	Not DBE		y	100% DBE
	2	Wage Rate Requirements Included (Palm Beach County Living Wage 2021), with proper job classifications	y		y				y			y	
	3	Professional Liability Insurance (if delegated design requirements identified in scope)	n		n				n			n	
	3a	\$3,000,000 per occurrence/\$3,000,000 aggregate (Minimum limits, refer to Policy)	n		n				n			n	
	3b	Office Policy (Or Project Specific)	n		n				n			n	
	3c	Deductible amount - Not more than \$50,000 payable by Subcontractor	n		n				n			n	
	4	Includes escalation of labor and material costs	y		y				y			y	
F. Schedule													
	1	Review + Adhere to most current Project Schedule located under Project Manual in Bldg Connected	y		n		\$10,000	TCCO			y		
Allowances													
A													
					Yes/No -->		yes	Yes/No -->		yes	Yes/No -->		yes
Subcontractor Bid					\$		10,612	\$		49,695	\$		50,000
Total Adjustments					AP-1		\$ 17,600	\$		-	\$		Sub:
Levelled Total Bid					\$		28,212	\$		49,695	\$		50,000
Page 1 of 1					LOW BID		1	2		76%	3		77%

09 Ext. Temp. Walls

Project PBIA Switchgear NPDS Replacement

Job # TBD

A/E RS&H

Bid Date 9/13/2021

AP1 Date TBD

Est Joe Harlow (Precon Manager), Shamie Earle (Lead Estimator)

Pro Greg Walker (Procurement Manager)

Ops Margaret Simone (Project Executive), Christian Kottar (Project Manager)

Estimator

Legend
Y INCLUDED
N EXCLUDED
? QUESTION
QUANTITY

HDZ Builders Inc.	HDZ	MG Property	MG	Alen Construction	AC
Jesus Hernandez 786-332-4191 jesus@hdzbuilders.com		Amanda Miranda 786-234-3205 amanda@mgpscorp.com		Rueben Alen 786-236-9293 754-223-5635 rueben@alencon.com	
9/23/2019		9/23/2019		9/23/2019	
FULLY SCOPED		FULLY SCOPED		FULLY SCOPED	
\$ 37,573		\$ 42,400		\$ 170,000	
\$ 16,742	44.6%	\$ 18,000	42.5%	\$ -	0.0%
\$ 54,315		\$ 60,400	11%	\$ 170,000	213%

A/Q	Item	Description	y/n	Sub Response	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug
		Turner Construction Company's Environmental Health and Safety Program														
	1	Abide by Turner Construction Company's Environmental Health and Safety Program	y		y				y				y			
	2	Review + Compliance of all items under Project Manual on Bldg Connected	y		y				y				y			
	3	OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.	y		y				y				y			
	4	If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.			n	Not Req'd			n	Not Req'd			n	Not Req'd		
		Bid Acknowledgements														
	1	Turner Form 36 (07/15/13), Form 166 (02/11/16), Form 380 (06/30/14)	y		y				y				y			
	2	Turner Bid Form Completed	y		y				y				y			
	3	Acknowledge ALL files saved on Bldg Connected as of proposal due date.	y		y				y				y			
	4	Include all applicable insurances (GL/WC, Automobile, etc)	y		y				y				y			
	5	Include all Applicable Taxes	y		y				y				y			
	6	Bid valid for 90 days	y		y				y				y			
	7	Use of All Specified Manufacturers (if N, Substitution Request Form submitted with bid)	y		y				y				y			
	8	Drug Testing	y		y				y				y			
	9	Include PBIA Badging Requirements	y		y				y				y			
	10	Visited Project site	y		n	Did not attend			n	Did not attend			n	Did not attend		
	11	Palm Beach County Living Wage	y		y				y				y			
		Key Quantities and Breakouts (Populate Below)														
	1	Total Manhours	#		#				#				#			
	2	Peak # of Workers anticipated	#		#				#				#			
	3	Substation B	#		#	\$25,594			#	\$24,560			#	\$85,000		
	4	Substation C	#		#	\$25,594			#	\$24,560			#	\$85,000		
		Subcontractors (Provide Name, Scope UBE % and Price \$)														
	1	What are sources of Labor Included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?	?		?	Company			?	Company			?	Company		
	2	Identify Long Lead Time	?		?	6 weeks			?	none			?	none		
	3	Identify Major Subcontractors	?		?	none			?	none			?	none		
		Prequalification														
	1	Current Prequalification Questionnaire on file or Submitted at time of Bid	y		y				y				y			
	2	Current Experience Modification Rating (EMR) - must be 1.0 or below (or EMR Waiver required):	?		?	0.90			?				?	0.74		
	3	Provide Payment and Performance Bond Rate (Provide Rate: _____%)	?		?	2.00%			?	3.00%			?	2.50%		
	4	Include Payment and Performance Bond	n		n				n				n			
		AP-1 Statement of Work				HDZ Builders Inc.	B1		MG Property	B1			Alen Construction	B1		
		A. General														
	1	The Work as defined in Article I, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.	y		y				y				y			
	2	The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantees to perform the complete 09 Ext. Temp. Walls scope as defined in this Statement of Work and as shown or described in the Contract Documents.	y		y				y				y			
	3	The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.	y		y				y				y			
	4	In this Statement of Work, the term "provide" shall be defined as meaning "furnish and install."	y		y				y				y			
		B. Documents														
		The Work shall consist of 09 Ext. Temp. Walls Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RS&H and listed in the Additional Provisions AP-2, including without limitation the following:	y		y				y				y			
		TIL #1-2	y		y				y				y			
		RFIs: Pre-bid RFI & Set 01	y		y				y				y			
		C. Inclusions														
	1	STANDARD REQUIREMENTS														
	2	Includes Hoisting/Rigging/Scaffolding Required for your Work	y		y				y				y			
	3	Includes Daily Cleanup to Dumpster & daily trash recycling to recycling dumpsters	y		y				y				y			
	4	Include all Permits for work of your trade (cost of General Trades Building Permit by Others)	n		n				n				n			
	5	Include all trade relative work in the Division One Specification. Temporary Facilities, etc	y		y				y				y			
	6	Include all blocking, brackets, fixtures, shims, connections and other items necessary for a complete system.	y		y				y				y			
	7	Include all cutting, coring, sleeving, & firestopping for penetrations relative to your trade for a complete system	y		y				y				y			
	8	Have Field conditions been investigated? No additional compensation will be allowed for work that could be viewed in the field	y		n	Did not attend site visit			n	Did not attend site visit			n	Did not attend site visit		
	9	All work performed shall be per governing codes	y		y				y				y			
	10	Include cost of all surveying and layout (baseline survey to be provided by others)	y		y				y				y			
	11	Include field Measurement as required prior to fabrications	y		y				y				y			
	12															
	13	SPECIFIC SCOPE ITEMS														
	14	Furnish and Install Exterior Temporary Enclosure and Components, including but not limited to:														
	15	Temporary Partition, 6" CFMF w/ 1/2" painted plywood sheathing	y		y				y				y			
	16	Temporary Ceiling, framed plywood top enclosure	y		y				y				y			
	17	Temporary HM Double Door	y		y				y				y			
	18	Temporary HM Double Frame	y		y				y				y			
	19	Temporary Lockable Hardware	y		y				y				y			
	20	Removal of Temporary Enclosure	y		y				y				y			
	21															
	22	Provide the following misc. items:														
	23	Provide signed and sealed drawings for exterior rating	y		y				y				y			
	24	Enclosure to withstand weather elements (not waterproof)	y		y				y				y			
	25	Provide and haul off dumpster for this work	y		n	\$1,119	HDZ		n	\$2,000	Turner		y			
	26	Provide FOD sweeper for airside activities	n		n				n				n			
		D. Exclusions														
		E. Special Trade Requirements														
	1	% DBE - Disadvantaged Business Enterprise(Registered w/ Palm Beach County): Provide percentage (%) commitment included within bid for prime and lower tier	y		y	100% DBE			n	Not DBE			y	100% DBE		
	2	Wage Rate Requirements Included(Palm Beach County Living Wage 2021) with proper job classifications	y		y				y				y			
	3	Professional Liability Insurance (if delegated design requirements identified in scope)	y		y				y				y			
	3a	\$3,000,000 per occurrence/\$3,000,000 aggregate(Minimum limits, refer to Policy)	y		y				y				y			
	3b	Office Policy (Or Project Specific)	y		y				y				y			
	3c	Deductible amount - Not more than \$50,000 payable by Subcontractor	y		y				y				y			
	4	Includes escalation of labor and material costs	y		y				y				y			
		F. Schedule														
	1	Review + Adhere to most current Project Schedule located under Project Manual in Bldg Connected	y		n	\$6,623	HDZ		n	\$7,000	Turner					
		Allowances														
	1	Patching at existing wall upon temp partition removal	y			\$3,000				\$3,000						
	2	Misc. maintenance and adjustments at temp partition	y			\$6,000				\$6,000						
					Yes/No ->	yes			Yes/No ->	yes			Yes/No ->	yes		
		Subcontractor Bid		AP-1		\$ 37,573				\$ 42,400				\$ 180,000		
		Total Adjustments				\$ 16,742				\$ 18,000				\$ -		
		Levelled Total Bid		Page 1 of 1		\$ 54,315				\$ 60,400				\$ 170,000		
						LOW BID	1			2	11%			3	213%	

09 Painting

Project	PBIA Switchgear NPDS Replacement
Job #	TBD
A/E	RS&H
Bid Date	9/13/2021
AP1 Date	TBD
Est	Joe Harlow (Precon Manager), Sharnie Earle (Lead Estimator)
Pro	Greg Walker (Procurement Manager)
Ops	Margaret Simone (Project Executive), Christian Kottar (Project Manager)
Estimator	

Legend	
Y	INCLUDED
N	EXCLUDED
?	QUESTION
#	QUANTITY

A/Q	Item	Description	y/n	Sub Response	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug
Turner Construction Company's Environmental Health and Safety Program																
	1	Abide by Turner Construction Company's Environmental Health and Safety Program		Y		Y				Y				Y		
	2	Review + Compliance of all items under Project Manual on Bldg Connected		Y		Y				Y				Y		
	3	OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.		Y		Y				Y				Y		
	4	If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.		N		not req'd				n	not req'd			n	not req'd	
Bid Acknowledgements																
	1	Turner Form 36 (07/15/13), Form 166 (02/11/16), Form 380 (06/30/14)		Y		Y				Y				Y		
	2	Turner Bid Form Completed		Y		Y				Y				Y		
	3	Acknowledge ALL files saved on Bldg Connected as of proposal due date.		Y		Y				Y				Y		
	4	Include all applicable insurances (GLWC, Automobile, etc)		Y		Y				Y				Y		
	5	Include all Applicable Taxes		Y		Y				Y				Y		
	6	Bid valid for 90 days		Y		Y				Y				Y		
	7	Use of All Specified Manufacturers (If N, Substitution Request Form submitted with bid)		Y		Y				Y				Y		
	8	Drug Testing		Y		Y				Y				Y		
	9	Include PBIA Badging Requirements		Y		Y				Y				Y		
	10	Visited Project site		Y		Y				n	Did not attend			n	Did not attend	
	11	Palm Beach County Living Wage		Y		Y				Y				Y		
Key Quantities and Breakouts (Populate Below)																
	1	Total Manhours		#		#	200			#				#		
	2	Peak # of Workers anticipated		#		#	2			#				#		
	3	Substation B		#		#	[\$4,576]			#	[\$7,219]			#	[\$26,000]	
	4	Substation C		#		#	[\$4,930]			#	[\$7,683]			#	[\$26,000]	
	5	Work not related to Substation B & C		#		#	[\$2,808]			#				#		
Subcontractors (Provide Name, Scope UBE % and Price \$)																
	1	What are sources of Labor included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?		?		?	Company			?	Company			?	Company	
	2	Identify Long Lead Time		?		?	none			?	none			?	none	
	3	Identify Major Subcontractors		?		?	none			?	none			?	none	
Prequalification																
	1	Current Prequalification Questionnaire on file or Submitted at time of Bid		Y		Y				Y				Y		
	2	Current Experience Modification Rating (EMR) - must be 1.0 or below [or EMR Waiver required]:		?		?	0.74			?				?	0.74	
	3	Provide Payment and Performance Bond Rate [Provide Rate: _____ %]		?		?	2.00%			?				?	2.50%	
	4	Include Payment and Performance Bond		n		n				n				n		
AP-1 Statement of Work																
PBIA Switchgear NPDS Replacement					Service Contracting Solution B1				A-1 All Florida Painting B1				Alen Construction B1			
09 Painting					0				0				0			
TBD					-				-				-			
	A.	General		y/n	Sub											
	1	The Work as defined in Article I, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.		Y		Y				Y				Y		
	2	The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantees to perform the complete 09 Painting scope as defined in this Statement of Work and as shown or described in the Contract Documents.		Y		Y				Y				Y		
	3	The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.		Y		Y				Y				Y		
	4	In this Statement of Work, the term "provide" shall be defined as meaning "turnish and install."		Y		Y				Y				Y		
	B.	Documents		y/n	Sub											
		The Work shall consist of 09 Painting Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RS&H as listed in the Additional Provisions AP-2, including without limitation the following		Y		Y				Y				Y		
		TIL 1-2		Y		Y				Y				Y		
		Pre-Bid RFI & Set 01		Y		Y				Y				Y		
	C.	Inclusions		y/n	Sub											
	1	STANDARD REQUIREMENTS														
	2	Includes Hoisting/Rigging/Scaffolding Required for your Work		Y		Y				Y				Y		
	3	Includes Daily Cleanup to Dumpster & daily trash recycling to recycling dumpsters		Y		Y				Y				Y		
	4	Include all Permits for work of your trade (cost of General Trades Building Permit by Others)		n		n				n				n		
	5	Include all trade relative work in the Division One Specification, Temporary Facilities, etc		Y		Y				Y				Y		
	6	Include all blocking, brackets, fixtures, shims, connections and other items necessary for a complete system		n		n				n				n		
	7	Include all cutting, coring, sleeving, & firestopping for penetrations relative to your trade for a complete system		n		n				n				n		
	8	Have Field conditions been investigated? No additional compensation will be allowed for work that could be viewed in the field		Y		Y				Y				Y		
	9	All work performed shall be per governing codes		Y		Y				Y				Y		
	10	Include cost of all surveying and layout (baseline survey to be provided by others)		n		n				n				n		
	11	Include field Measurement as required prior to fabrications		Y		Y				Y				Y		
	12															
	13	SPECIFIC SCOPE ITEMS														
	Q	14	Furnish and Install Paint at Substation B & C Door Openings, including but not limited to:													
	4/G004	15	Paint interior and exterior CMU wall		Y	Y				Y				Y		
	4/G004	16	Paint exposed steel lintels		Y	Y				Y				Y		
		17	Paint HM frames		Y	Y				Y				Y		
		18	Paint HM doors		Y	Y				Y				Y		
	4/G004	19	Interior caulking		Y	Y				Y				Y		
	20															
	Q	21	Furnish and Install Floor Sealer at Equipment Pads, including but not limited to:													
	2/S001	22	Coating of equipment pads at cut and new extended areas		Y	Y				Y				Y		
		23	Paint/Floor sealer at grind down pad removal areas		Y	Y				Y				Y		
		24														
		25	Provide the Following Misc Items:													
	Q	26	Paint at exposed MEP pipes (New work only)		Y	n	\$926	SCS	Y					n		
	Q	G004	27	Paint temporary walls (exterior side only)		Y				Y				n		
		28	Paint temporary doors and frames at temporary wall		Y					Y				n		
	5,9/E407		Paint CMU wall at Revenue & FPL Vault Building where core drilling has taken place (corner to corner).		Y	Y	[2,620 sf]		n	\$5,240	Turner		n			
		29	Paint touch up		Y	Y				Y				n		
		30	Provide FOD sweeper for airside activities		n	n				n				n		
		31														
	D.	Exclusions		y/n	Sub											
	1															
	2															
	E.	Special Trade Requirements		y/n	Sub											
	1	% DBE - Disadvantaged Business Enterprise(Registered w/ Palm Beach County): Provide percentage (%) commitment included within bid for prime and lower tier		Y		n	100% MBE			n				Y	100% DBE	
	2	Wage Rate Requirements Included(Palm Beach County Living Wage 2021) with proper job classifications		Y		AP-1	Y							Y		Sub:
	3	Professional Liability Insurance (if delegated design requirements identified in scope)		n						n				n		
	3a	\$3,000,000 per occurrence/\$3,000,000 aggregate(Minimum limits, refer to Policy)		n		Page 1 of 2	n			n				n		P.A.:
	3b	Office Policy (Or Project Specific)		n			n			n				n		

23 HVAC

Project PBIA Switchgear NPDS Replacement
Job # TBD
A/E RS&H
Bid Date 9/13/2021
AP1 Date 9/1/2021
Est Joe Harlow (Precon Manager), Sharnie Earle (Lead Estimator)
Pro Greg Walker (Procurement Manager)
Ops Margaret Simone (Project Executive), Christian Kottar (Project Manager)
Estimator Scott Lake

Legend	
y	INCLUDED
n	EXCLUDED
?	QUESTION
#	QUANTITY

Farmer & Irwin		B1	B & I Contractors		B
Steve Lockwood			Jason Grabowski		
615-631-7949			239-332-464		
slockwood@fandicorp.com			estimating@bandiflorida.com		
9/23/2019			9/23/2019		
FULLY SCOPED			FULLY SCOPED		
\$ 106,800			\$ 129,000		
\$ 38,324		35.9%	\$ 10,800		8.4%
\$ 145,124		4%	\$ 139,800		

A/Q	Item	Description	y/n	Sub Response	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug
Turner Construction Company's Environmental Health and Safety Program												
1		Abide by Turner Construction Company's Environmental Health and Safety Program	y		y				y			
2		Review + Compliance of all items under Project Manual on Bldg Connected	y		y				y			
3		OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.	y		y				y			
4		If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.	y		n		N/A	F&I	y			
Bid Acknowledgements												
1		Turner Form 36 (07/15/13), Form 166 (02/11/16), Form 380 (06/30/14)	y		y				y			
2		Turner Bid Form Completed	y		y				y			
3		Acknowledge ALL files saved on Bldg Connected as of proposal due date.	y		y				y			
4		Include all applicable insurances (GLWC, Automobile, etc)	y		y				y			
5		Include all Applicable Taxes	y		y				y			
6		Bid valid for 90 days	y		y				y			
7		Use of All Specified Manufacturers (if N, Substitution Request Form submitted with bid)	y		y				y			
8		Drug Testing	y		y				y			
9		Include PBIA Badging Requirements	y		y				y			
10		Visited Project site	y		y				y			
11		Palm Beach County Living Wage	y		y				y			
Key Quantities and Breakouts (Populate Below)												
1		Total Manhours	#		#	400			#	480		
2		Peak # of Workers anticipated	#		#	4			#	4		
3		Substation B breakout:	#		#	\$76,452			#	\$80,000		
4		Substation C breakout:	#		#	\$30,348			#	\$49,000		
Subcontractors (Provide Name, Scope UBE % and Price \$)												
1		What are sources of Labor included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?	?		?	Union			?			
2		Identify Long Lead Time	?		?	7 wks on AC Equipm			?	16 weeks for fan coil		
3		Identify Major Subcontractors	?		?	TBD			?	TBD		
Prequalification												
1		Current Prequalification Questionnaire on file or Submitted at time of Bid	?		?				?			
2		Current Experience Modification Rating (EMR) - must be 1.0 or below [or EMR Waiver required]:	?		?	0.82			?			
3		Provide Payment and Performance Bond Rate [Provide Rate: _____ %]	?		?	1.30%			?	1.00%		
4		Exclude Payment and Performance Bond from Base Bid	y		y				y			

AP-1 Statement of Work					Farmer & Irwin		B1	B & I Contractors		B1
PBIA Switchgear NPDS Replacement					0			0		
23 HVAC					-			-		
9/1/2021					y/n	Sub				
A. General										
1		The Work as defined in Article I, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.	y		y			y		
2		The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantees to perform the complete 23 HVAC scope as defined in this Statement of Work and as shown or described in the Contract Documents.	y		y			y		
3		The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.	y		y			y		
4		In this Statement of Work, the term "provide" shall be defined as meaning "furnish and install."	y		y			y		
B. Documents										
		The Work shall consist of 23 HVAC Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RS&H and listed in the Additional Provisions AP-2, including without limitation the following:	y		y			y		
		Turner Information Letter 1&2	y		y			y		
		RFIs 1 - 3	y		y			y		
C. Inclusions										
1		STANDARD REQUIREMENTS								
2		Includes Hoisting/Rigging/Scaffolding Required for your Work	y		y			y		
3		Includes Daily Cleanup to Dumpster & daily trash recycling to recycling dumpsters	y		y			y		
4		Include all Permits for work of your trade (cost of General Trades Building Permit by Others)	y		n		\$3,524	F&I	y	
5		Include all trade relative work in the Division One Specification. Temporary Facilities, etc	y		y			y		
6		Include all blocking, brackets, fixtures, shims, connections and other items necessary for a complete system	y		y			y		
7		Include all cutting, coring, sleeving, sealing & firestopping for penetrations relative to your trade for a complete system	y		n	Need inclusion		y		
8		Have Field conditions been investigated? No additional compensation will be allowed for work that could be viewed in the field.	y		y			y		
9		All work performed shall be per governing codes	y		y			y		
10		Include field Measurement as required prior to fabrications	y		y			y		
11		Include parking and laydown in the areas identified in the Site Logistics plan. Trade partner to include all shuttling, as necessary, to access each area of work for this scope.	y		y			y		
12		It is understood laydown area is minimal and limited to the area identified on the Site Logistics plan. Trade partner is to include staging and coordination as necessary for "just in time" delivery of all material and equipment to the project work area.	y		y			y		
13		This Subcontractor shall repair, patch, and match existing finish of any damaged areas that occurred because of their work at no additional cost to the owner.	y		y			y		

23 HVAC

Project PBA Switchgear NPDS Replacement
Job # TBD
A/E RS&H
Bid Date 9/13/2021
AP1 Date 9/1/2021
Est Joe Harlow (Precon Manager), Sharnie Earle (Lead Estimator)
Pro Greg Walker (Procurement Manager)
Ops Margaret Simone (Project Executive), Christian Kottar (Project Manager)

Legend	
y	INCLUDED
n	EXCLUDED
?	QUESTION
#	QUANTITY

Farmer & Irwin				B1	B & I Contractors				B
Steve Lockwood					Jason Grabowski				
615-631-7949					239-332-464				
slockwood@fandicorp.com					estimating@bandiflorida.com				
9/23/2019					9/23/2019				
FULLY SCOPED					FULLY SCOPED				
\$ 106,800					\$ 129,000				
\$ 38,324				35.9%	\$ 10,800				8.4%
\$ 145,124				4%	\$ 139,800				
14	All shutdowns shall be scheduled in advance with the owner as required by the project specifications. No equipment or systems shall be shut down without the expressed written approval of the owner. This Subcontractor shall provide additional piping accessories (fittings, flanges, valves) as required to facilitate phasing of the work.	y		y				y	
15	This trade partner shall consult with DOA prior to disposing of existing equipment to be removed. If requested, contractor shall return existing equipment assets over to the DOA.	y		y				y	
16	This trade partner shall provide protection for all existing adjacent areas and materials during demolition and construction.	y		y				y	
17									
18	SPECIFIC SCOPE ITEMS								
19	Disconnect and remove AHU-3 to facilitate removal of MV switchgear per M100. Store and protect on project site for re-install. At a minimum, trade partner is to include relocating the disconnected AHU-3 to the "Staging Area" identified on the Logistics Plan and store in a lockable storage unit until it is time to reinstall per the provided schedule. Trade partner is to include the temporary storage unit.	y		n	confirm storage for 6 months			n	confirm storage for 6 months
20	Include isolation/capping of chilled/return water lines feeding units AHU-3 (Substation C), AHU and AHU-2 (substation B)	y		y				y	
21	Remove and dispose existing condensate lines and replace with new per drawing M100	y		y				y	
22	Re-install previously removed AHU-3 in substation C. Re-connect existing chilled water lines, controls, test and balance etc.	y		y				y	
23	Demo AHU and AHU-2 and replace with new FCU-B1 and FCU-B2. Fan coil units will be provided per fan coil schedule shown on drawing M100. Connect chilled/return water lines, controls and new condensate lines. When install is complete perform test and balance as required	y		y				y	
24	Provide all new necessary supports and hangers for AHU 3, FCU-B1 and FCU-B2	y		y				y	
25	Provide and maintain temporary cooling that meets or exceeds temperature requirements currently in place for substation B and C electrical rooms.(Overall 10 months of Cooling - 4 months Sub B; 6 months Sub C)	y		n	only included 2 months	\$24,000	F&I	n	
26	Perform Pre-test and Balance prior to demolition/disconnect of existing AHUs.	y		y				y	
27	Perform test and balance of air and water systems and match pre-demolition report values for CFM and GPM per M100.	y		y				y	
28	Include all DDC controls as necessary to complete this scope of work.	y		y				y	
29	Per Sheet M002, include a minimum 12 month warranty from Project Substantial Completion for all materials and labor associated with this scope of work.	y		y				y	
Q 30	Include a minimum 1 year labor warranty for the re-install existing AHU-3.	y		y				y	
31	Furnish smoke detector for return plenum box as indicated.	y		y				n	
D. Exclusions									
1	Installation of smoke detectors - to be performed by Electrician and Fire Alarm Contractor.	y		y				y	
2									
3									
E. Special Trade Requirements									
1	% DBE - Disadvantaged Business Enterprise (Registered w/ Palm Beach County): Provide percentage (%) commitment included within bid for prime and lower tiers.	y		n				n	10%
2	Wage Rate Requirements Included (Palm Beach County Living Wage 2021), with proper job classifications	y		y				y	
3	Professional Liability Insurance (if delegated design requirements identified in scope)	y		y				y	
3a	\$3,000,000 per occurrence/\$3,000,000 aggregate (Minimum limits, refer to Policy)	y		y				y	
3b	Office Policy (Or Project Specific)	y		y				y	
3c	Deductible amount - Not more than \$50,000 payable by Subcontractor	y		y				y	
4	Includes escalation of labor and material costs	y		n				n	
F. Schedule									
1	Review + Adhere to most current Project Schedule located under Project Manual in Bldg Connected Substation B = March 2023 Demo & Temp Cooling Setup; June 2023 New Install Substation C = Sept 2023 Demo & Temp Cooling Setup; Feb 2024 Re-install	y		n				n	
Allowances & Holds									
H 1	Additional temporary cooling	y		n		\$6,000		n	\$6,000
H 2	Additional existing system relocation and adjustments	y		n		\$4,800		n	\$4,800
				Yes/No -->		yes		Yes/No -->	
Subcontractor Bid						\$ 106,800		\$ 129,000	
Total Adjustments						\$ 38,324		\$ 10,800	
Levelled Total Bid						\$ 145,124		\$ 139,800	
						2 4%		LOW BID 1	

26 Electrical

Project PBIA Switchgear NPDS Replacement
Job # TBD
A/E RSHH
Bid Date 9/13/2021
AP1 Date 9/1/2021
Est Joe Harlow (Precon Manager), Sharnie Earle (Lead Estimator)
Pro Greg Walker (Procurement Manager)
Ops Margaret Simone (Project Executive), Christian Kotter (Project Manager)
Estimator Scott Lake

Legend
Y INCLUDED
n EXCLUDED
? QUESTION
QUANTITY

Davco	D	Dyna	DY	Hypower	HP	McDean	MCD	Conti LLC	C
Jaimie Starkins (561) 732-3434 jstarkins@davconetinc.com		Jeff Randie (786) 775-7776 jrandie@dyna-ll.com		Tom Laranhan (854) 952-0234 (111) 111-1111 tlaranhan@hypowerinc.com		Kelly Seymour (727) 447-2555 (727) 408-4745 kelly.seymour@mcdean.com		Pat Nugent (786) 531-4128 pnugent@contilnc.com	
0/23/2019		0/23/2019		0/23/2019		0/23/2019		0/23/2019	
FULLY SCOPED		FULLY SCOPED		FULLY SCOPED		FULLY SCOPED		FULLY SCOPED	
\$ 7,080,655		\$ 8,014,700		\$ 9,117,720		\$ 9,469,800		\$ 11,518,943	
\$ 506,736 8.3%		\$ 1,352,608 16.8%		\$ 59,527 0.7%		\$ 407,537 4.3%		\$ 356,400 3.1%	
\$ 8,487,391		\$ 9,367,308		\$ 9,177,247		\$ 9,877,337		\$ 11,875,343	

A/Q	Item	Description	Y/n	Sub Response	Y/n	Text	Adjustments	Plug	Y/n	Text	Adjustments	Plug	Y/n	Text	Adjustments	Plug	Y/n	Text	Adjustments	Plug
		Turner Construction Company's Environmental Health and Safety Program																		
	1	Abide by Turner Construction Company's Environmental Health and Safety Program	Y		Y			Y	Y			Y	Y			Y	Y			
	2	Review & Compliance of all items under Project Manual on Bldg Connected	Y		Y			Y	Y			Y	Y			Y	Y			
	3	OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.	Y		Y			Y	Y			Y	Y			Y	Y			
	4	If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.	Y		Y			Y	n	Not indicated on man loaded schedule		Y	Y			Y	Y			
		Bid Acknowledgements																		
	1	Turner Form 36 (07/15/13), Form 169 (02/11/16), Form 380 (06/30/14)	Y		Y			Y	Y			Y	Y			Y	Y			
	2	Turner Bid Form Completed	Y		Y			Y	Y			Y	Y			Y	Y			
	3	Acknowledge ALL files saved on Bldg Connected as of proposal due date.	Y		Y			Y	Y			Y	Y			Y	Y			
	4	Include all applicable insurances (GLWC, Automobile, etc)	Y		Y			Y	Y			Y	Y			Y	Y			
	5	Include all Applicable Taxes	Y		Y			Y	Y			Y	Y			Y	Y			
	6	Bid valid for 90 days	Y		Y			Y	Y			Y	Y			Y	Y			
	7	Use of All Specified Manufacturers (if N, Substitution Request Form submitted with bid)	Y		Y			Y	Y			Y	Y			Y	Y			
	8	Drug Testing	Y		Y			Y	Y			Y	Y			Y	Y			
	9	Include FBIA Badging Requirements	Y		Y			Y	Y			Y	Y			Y	Y			
	10	Visited Project site	Y		Y			Y	Y			Y	Y			Y	Y			
	11	Palm Beach County Living Wage	Y		Y			Y	Y			Y	Y			Y	Y			
		Key Quantities and Breakouts (Populate Below)																		
	1	Total Manhours	#		#	10,150		#	18,108		#	11,093		#	20250		#	31000		
	2	Peak # of Workers anticipated	#		#	14		#	12		#	10		#	10		#	15		
	3	Number of Overtime hours included in your bid	#		#	800		#	905		#	2000		#	1840		#	1500		
	4	Number of 2nd shift hours included in your bid	#		#	na		#	1260		#	NA		#	15000		#	16000		
	5	Breakout Equipment Package Total: \$ _____ LS	#		#	\$4,428,030		#	\$4,325,000		#	\$4,325,000		#			#	\$5,171,914		
	6	Identify tax savings associated with the above Equipment Package: \$ _____ LS	#		#	\$250,736		#	\$271,452		#	\$302,750		#			#	\$294,217		
	7	Breakout Temporary Generator Costs with Fuel included in Base Bid: \$ _____ LS	#		#	\$311,850		#	\$86,518		#	\$107,000		#			#	\$568,000		
	8	Breakout Substation B: \$ _____ LS	#		#	\$2,377,706		#	\$2,650,842		#	\$2,813,000		#			#	\$2,467,500		
	9a	Breakout Substations C: \$ _____ LS	#		#	\$2,581,711		#	\$2,806,100		#	\$2,865,000		#			#	\$3,511,885		
	9b	Breakout Substations Balance: \$ _____ LS	#		#			#	\$3,261,577		#			#			#			
	10	Breakout Advance Controls Amount \$ _____ LS	#		#	\$189,000		#	\$189,000		#	\$189,000		#			#			
	11	Provide Average Hourly (Competitive) Rate included in Base bid with Burden	#		#	will not provide		D	\$58.00 per hour		#	\$54.28 per hour		#			#			
		Subcontractors (Provide Name, Scope UBE % and Price \$)																		
	1	What are sources of Labor included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?	?		?	company		?	union		?	company		?	company		?	union		
	2a	Identify Long Lead Time for Switchgear	?		?	44 weeks		?	40 weeks		?	40 weeks		?			?	swgr/wire		
	2b	Identify Long Lead Time for MSC-1/MSC-2	?		?	26 weeks confirmed		?	30 weeks		?	30 weeks confirmed		?			?			
	3	Identify Major Subcontractors	?		?			?	testing		?	none		?			?	no		
		Prequalification																		
	1	Current Prequalification Questionnaire on file or Submitted at time of Bid	?		?	y		?	yes		?	y		?			?	y		
	2	Current Experience Modification Rating (EMR) - must be 1.0 or below (or EMR Waiver required):	?		?	1.22		?	0.58%		?	0.65%		?	0.54%		?	0.46%		
	3	Provide Payment and Performance Bond Rate (Provide Rate: _____ %)	?		?	1.30%		?	1.2%/598,176.00		?	1.20%		?			?	1.50%		
	4	Include Payment and Performance Bond	Y		n	\$110,336	D	n	\$112,408	DY	n	\$110,127	HP	n	\$51,137	MCD	Y			
		A. General																		
	1	The Work as defined in Article 1, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.	Y		Y			Y	Y			Y					Y			
	2	The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantee to perform the complete 26 Electrical scope as defined in this Statement of Work and as shown or described in the Contract Documents.	Y		Y			Y	Y			Y					Y			
	3	The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.	Y		Y			Y	Y			Y					Y			
	4	In this Statement of Work, the term "provide" shall be defined as meaning "furnish and install."	Y		Y			Y	Y			Y					Y			
		B. Documents																		
		The Work shall consist of 26 Electrical Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RSHH and listed in the Additional Provisions AP-2, including without limitation the following:	Y		Y			Y	Y			Y					Y			
		Turner Information Letter	Y		Y	1&2		Y	Y			Y	1 & 2							
		RFIs	Y		Y	1,2 & 3		Y	Y			Y	1,2 & 3							
		C. Inclusions																		
	1	STANDARD REQUIREMENTS			Y			Y	Y			Y					Y			
	2	Includes Hoisting/Rigging/Scaffolding Required for your Work	Y		Y			Y	Y			Y					Y			

[illegible]

26 Electrical

Project PBIA Switchgear NPDS Replacement
Job # TBD
A/E R54H
Bid Date 9/13/2021
AP1 Date 9/13/2021
Est Joe Harlow (Pricing Manager), Shannie Earle (Lead Estimator)
Pro Greg Walker (Procurement Manager)
Ops Margaret Simone (Project Executive), Christian Kotter (Project Manager)

Legend
Y INCLUDED
N EXCLUDED
? QUESTION
QUANTITY

Davco		D	Dyna		DY	Hypower		HP	McDean		MCD	Conti LLC		C
Jaimie Starkins (561) 732-3434 jstarkins@davcoelectric.com			Jeff Randie (786) 775-7778 jrandle@dyna-fl.com			Tom Lanhahan (954) 952-0234 (111) 111-1111 tlanhahan@hypowerinc.com			Kelly Seymour (727) 447-2555 (727) 408-4745 kelly.seymour@mcdean.com			Pat Nugent (786) 531-4128 pnugent@conticonsulting.com		
9/23/2019			9/23/2019			9/23/2019			9/23/2019			9/23/2019		
FULLY SCOPED			FULLY SCOPED			FULLY SCOPED			FULLY SCOPED			FULLY SCOPED		
\$ 7,980,655			\$ 8,014,700			\$ 9,117,720			\$ 9,469,800			\$ 11,518,943		
\$ 506,736		6.3%	\$ 1,352,608		16.9%	\$ 59,527		0.7%	\$ 407,537		4.3%	\$ 356,400		3.1%
\$ 8,487,391			\$ 9,367,308		0%	\$ 9,177,247		0%	\$ 9,877,337		0%	\$ 11,875,343		0%
46	Include and perform manufacturer and third party testing of equipment and conductors prior to energizing the new sections of switchgear NPDS.	Y		Y		Y		Y				Y		
47	Include all excavation, soil management, backfill and compaction as necessary to install new medium voltage ductbanks associated with this work. All excavation shall be hand excavated, no machine trenching permitted.	Y		Y		Y		N	\$25,000	HP		Y		
48	Include all utility locates services, pot holing, ground penetrating radar (GPR) and imaging in accordance with Turner's Line Strike plan as necessary to complete this work.	Y		Y		Y		Y				Y		
49	Provide "Red Dye" concrete encasement for proposed ductbanks as necessary to comply with ductbank details indicated on sheet E502.	Y		Y		Y		Y				Y		
50	Provide 6" crushed stone or gravel for drainage per detail 6 on E502 for new pull box being installed.	Y		Y		Y		Y				Y		
51	Coordinate and include disconnection and reconnection of proposed AHUs being modified. Coordinate fully with sheet M100.	Y		Y		Y		Y				Y		
52	Disconnect, remove and dispose of existing light fixtures and conduit and conductor systems back to last unaffected junction box and/or light fixture as indicated. Maintain the operation of the existing lighting system at all times during construction.	Y		Y		Y		Y				Y		
53	Furnish and install aluminum ladder cable trays as indicated in the documents.	Y		Y		Y		Y				Y		
54	Modify the existing cable tray sheet metal encasement as necessary to facilitate the installation of new switchgear and substations. Include any temporary supports needed to maintain elevated existing cables during modification.	Y		Y		Y		Y				Y		
55	Provide and install temporary space heaters and associated temporary power in transformer if de-energized for periods in excess of 8 hours.	Y		Y		Y		Y				Y		
56	Initiate coordination with FP&L prior to scheduled work activities, in accordance with the Project Schedule, for the requisition of all required FP&L provided materials in anticipation of installation of all conduits, switch/transformer pad, pull boxes and other associated materials. Schedule directly with FP&L for cable and transformer installation.	Y		Y		Y		Y				Y		
57	Provide as-built surveys by a licensed professional surveyor of all FP&L conduits and ductbank per note 47 on E001.	Y		Y		Y		Y				Y		
58	Prior to demolition, perform field investigations and as-built the existing Switchgear NPDS, existing Substation B, and existing Substation C control wiring to include but not limited to the FMS, control power, remote trips and interlocks. Contact with switchgear manufacturer for the services of an on-site field service technician that shall assist with the field investigation, as-built survey and disconnection and removal of switchgear and associated control wiring - reference Note 3 on E401, Note 2 on E402, and Note 2 on E403.	Y		Y		Y		Y				Y		
59	Include hand digging and core drill of existing manhole - note 5 E103.	Y		Y		Y		Y				Y		
60	Include core drill of existing concrete walls - note 6 E103. Water seal and patch wall accordingly.	Y		Y		Y		Y				Y		
61	Include installation of Mechanical Contractor supplied duct smoke detectors. Integrate and include reprogramming of Fire Alarm as required.	Y		Y		Y		Y				Y		
62	Trade partner acknowledges addendum #1 and new MV cable/install requirement for the line side of NPDS.	Y		Y		N	INCLUDED IN BASE	(\$432,000)	HP					
63	Perform open clean up after air-side deliveries and activities.	Y		N	\$10,000	TCC	Y							
64	Include concrete imaging prior to core drilling as required. (ref note 6 E103)	Y		Y		Y		N	In above \$28k add	HP				
65	Include basis of design switchgear manufacturer - Eaton	Y		Y		N	\$893,800	DE	Y					
D. Exclusions														
1	Exclude the furnishing of duct smoke detectors - will be furnished by mechanical contractor	Y				Y		Y				Y		
2														
3														
E. Special Trade Requirements														
1	% DBE - Disadvantaged Business Enterprise (Registered w/ Palm Beach County): Provide percentage (%) commitment included within bid for prime and lower tiers.	Y		Y	15%		Y	15% - Terms Electric		Y	15%		Y	15%
2	Wage Rate Requirements Included (Palm Beach County Living Wage 2021), with proper job classifications	Y		Y			Y			Y			Y	
3	Professional Liability Insurance (if delegated design requirements identified in scope)	Y		Y			Y			Y			Y	
3a	\$3,000,000 per occurrence/\$3,000,000 aggregate (Minimum limits, refer to Policy)	Y		Y			Y			Y			Y	
3b	Office Policy (Or Project Specific)	Y		Y			Y			Y			Y	
3c	Deductible amount - Not more than \$50,000 payable by Subcontractor	Y		Y			Y			Y			Y	
4	Includes escalation of labor and material costs for the full duration of the construction schedule provided.	Y		Y			Y			Y		N		
F. Schedule														
1	Review + Adhere to most current Project Schedule located under Project Manual in Bldg Connected	Y		Y			Y			Y			Y	
Allowances														
A 1	Allowance for unexpected escalation of electrical materials and equipment	Y		N	\$250,000		N	\$250,000		N	\$250,000		N	\$250,000
H 2	Additional OT hours for shut-downs	Y		N	\$34,000		N	\$34,000		N	\$34,000		N	\$34,000
H 3	Additional existing system relocations not shown on drawings	Y		N	\$22,400		N	\$22,400		N	\$22,400		N	\$22,400
H 4	Coordination, additional temporary provisions, and accommodations for Airside equipment deliveries	Y		N	\$50,000		N	\$50,000		N	\$50,000		N	\$50,000
Subcontractor Bid					\$ 7,980,655			\$ 8,014,700			\$ 9,117,720			\$ 11,518,943
Total Adjustments					\$ 506,736			\$ 1,352,608			\$ 59,527			\$ 356,400
Levelled Total Bid					\$ -			\$ 9,367,308			\$ 9,177,247			\$ -
LOW BID 1														

32 Site Work

ProjectPBIA Switchgear NPDS Replacement

Job #TBD

A/ERS&H

Bid Date9/13/2021

AP1 DateTBD

EstJoe Harlow (Precon Manager), Sharnie Earle (Lead Estimator)

ProGreg Walker (Procurement Manager)

OpsMargaret Simone (Project Executive), Christian Kottar (Project Manager)

Estimator

Legend

yINCLUDED

nEXCLUDED

?QUESTION

#QUANTITY

Ferreira Construction	FC	Solutions Construction	SC
Jorge Baez 305-805-6900 (111) 111-1111 jbaez@ferreiraconstruction.com		David Ruiz 786-488-3468 (111) 111-1111 david@solutionconstruction.net	
9/13/2021		9/13/2021	
FULLY SCOPED		FULLY SCOPED	
\$ 191,400		\$ 225,500	
\$ 22,741	11.9%	\$ 47,051	20.9%
\$ 214,141		\$ 272,551	27%

A/Q	Item	Description	y/n	Sub Response	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug
		Turner Construction Company's Environmental Health and Safety Program										
	1	Abide by Turner Construction Company's Environmental Health and Safety Program	y		y				y			
	2	Review + Compliance of all items under Project Manual on Bldg Connected	y		y				y			
	3	OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.	y		y				y			
	4	If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.	n		n	not req'd			n	not req'd		
		Bid Acknowledgements										
	1	Turner Form 36 (07/15/13), Form 166 (02/11/16), Form 380 (06/30/14)	y		y				y			
	2	Turner Bid Form Completed	y		y				y			
	3	Acknowledge ALL files saved on Bldg Connected as of proposal due date.	y		y				y			
	4	Include all applicable insurances (GL/WC, Automobile, etc)	y		y				y			
	5	Include all Applicable Taxes	y		y				y			
	6	Bid valid for 90 days	y		y				y			
	7	Use of All Specified Manufacturers (if N, Substitution Request Form submitted with bid)	y		y				y			
	8	Drug Testing	y		y				y			
	9	Include PBIA Badging Requirements	y		y				y			
	10	Visited Project site	y		n	Did not attend			n	Did not attend		
	11	Palm Beach County Living Wage	y		y				n	\$4,200		SC
		Key Quantities and Breakouts (Populate Below)										
	1	Total Manhours	#		#				#			
	2	Peak # of Workers anticipated	#		#				#			
		Subcontractors (Provide Name, Scope UBE % and Price \$)										
	1	What are sources of Labor included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?	?		?				?			
	2	Identify Long Lead Time	?		?				?			
	3	Identify Major Subcontractors	?		?				?			
		Prequalification										
	1	Current Prequalification Questionnaire on file or Submitted at time of Bid	y		y				y			
	2	Current Experience Modification Rating (EMR) - must be 1.0 or below [or EMR Waiver required]:	?		?				?			
	3	Provide Payment and Performance Bond Rate [Provide Rate: %]	?		n	1.00%	\$2,141	FC	n	2.00%	\$5,451	
	4	Include Payment and Performance Bond	n		n				n			

AP-1 Statement of Work					Ferreira Construction B1			Solutions Construction B1		
PBIA Switchgear NPDS Replacement					0			0		
32 Site Work					-			-		
TBD					y/n	Sub				
	A. General									
	1	The Work as defined in Article I, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.	y		y			y		
	2	The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantees to perform the complete 32 Site Work scope as defined in this Statement of Work and as shown or described in the Contract Documents.	y		y			y		
	3	The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.	y		y			y		
	4	In this Statement of Work, the term "provide" shall be defined as meaning "furnish and install."	y		y			y		
	B. Documents									
		The Work shall consist of 32 Site Work Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RS&H and listed in the Additional Provisions AP-2, including without limitation the following:	y		y			y		
		TIL #1-2	y		y			y		
		Pre Bid RFI & Set 01	y		y			y		
	C. Inclusions									
	1	STANDARD REQUIREMENTS								
	2	Includes Hoisting/Rigging/Scaffolding Required for your Work	y		y			y		
	3	Includes Daily Cleanup to Dumpster & daily trash recycling to recycling dumpsters	y		y			y		
	5	Include all Permits for work of your trade (cost of General Trades Building Permit by Others)	y		y			y		
	6	Include all trade relative work in the Division One Specification. Temporary Facilities, etc	y		y			y		
	7	Include all blocking, brackets, fixtures, shims, connections and other items necessary for a complete system	y		y			y		
	8	Include all cutting, coring, sleeving, & firestopping for penetrations relative to your trade for a complete system	n		n			n		
	9	Have Field conditions been investigated? No additional compensation will be allowed for work that could be viewed in the field.	y		y			y		
	10	All work performed shall be per governing codes	y		y			y		
	11	Include cost of all surveying and layout (baseline survey to be provided by others)	y		y			y		
	12	Include field Measurement as required prior to fabrications	y		y			y		
	13									
	14	SPECIFIC SCOPE ITEMS								
	C101	Removal of sitework elements shall include but not limited to:								
	16	Clearing & grubbing of existing sod	y		y			y		
	17	Removal of trees (8 ea)	n		y	(\$12,000)	FC	y	(\$3,600)	SC
	18	Removal of chain link fence and concrete footers	y		y			y		
	19	Removal of asphalt milling/gravel road, +/-12"	y		y			y		
	20	Removal of exterior concrete pads	y		y			y		
	21	Furnish, install and remove temporary tree protection	y		y			n	\$16,250	SC
	22									
	23	Furnish and Install Roadway, including but not limited to:								
	24	Sawcut existing pavement	y		y			y		
	25	Fine grading for new pavement	y		y			y		
	3/C201	2" Reclaimed asphalt pavement	y		y			y		
	3/C201	12" stabilized subgrade at pavement	y		y			y		
	28		AP-1							Sub
	29	Provide the following misc. items:								
1/C201	30	Furnish and install 12" concrete exterior equipment pad		Page 1 of 2	y	(\$10,000)	FC	n		P.A.

32 Site Work

1/C201	31	Furnish and install 12" stabilized subgrade at pad	y
	32	Furnish and install inlet protection	y
	33	Provide GPR prior to earth penetration	y
	34	Furnish and install new sod	n
	35		
	36	Additional Provisions to be included:	
	37	Removal of concrete, asphalt, gravel, soil, fencing and other discarded materials to be placed in Waste Container provided under this contract, and removed by the contractor at the end of each working day. No overnight storage of demolished materials to be allowed on site	y
	38	Hand-excavation only,	n
	39	Provide temporary site conditions to avoid interruptions of traffic to Revenue building, which includes removal and reinstallation of a section of the wooden fence at parking lot, temporary MOT (ie signs and cones) and plywood ramp.	y
	40	Include 2 mobilizations (1 for demolition, and 1 for new work)	y
	41	Provide utility locates and adhere to line strike prevention plan (Exhibit Q)	y
		D. Exclusions	
	1	Furnish and install 12" concrete exterior equipment pad (w/Concrete)	n
	2	Tree removal (By Landscape)	n
		E. Special Trade Requirements	
	1	% DBE - Disadvantaged Business Enterprise (Registered w/ Palm Beach County). Provide percentage (%) commitment included within bid for prime and lower tiers.	y
	2	Wage Rate Requirements Included (Palm Beach County Living Wage 2021), with proper job classifications	y
	3	Professional Liability Insurance (if delegated design requirements identified in scope)	n
	3a	\$3,000,000 per occurrence/\$3,000,000 aggregate (Minimum limits, refer to Policy)	n
	3b	Office Policy (Or Project Specific)	n
	3c	Deductible amount - Not more than \$50,000 payable by Subcontractor	n
	4	Includes escalation of labor and material costs	y
		F. Schedule	
	1	Review + Adhere to most current Project Schedule located under Project Manual in Bldg Connected	y
		Allowances	
H	1	Additional Storm Water Prevention Measures	y
	2	Removal of additional spoils	y
H	3	Temporary protection around site	y
H	4	Additional utility locates	y
	5		
		Subcontractor Bid	
		Total Adjustments	
		Leveled Total Bid	

Ferreira Construction				FC	Solutions Construction				SC
Jorge Baez 305-805-6900 (111) 111-1111 jbaez@ferreiraconstruction.com					David Ruiz 786-488-3468 (111) 111-1111 david@solutionsconstruction.net				
9/13/2021					9/13/2021				
FULLY SCOPED					FULLY SCOPED				
\$ 191,400					\$ 225,500				
\$ 22,741				11.9%	\$ 47,051				20.9%
\$ 214,141					\$ 272,551				27%
y					y				
y					y				
n		\$3,500	FC		y				
y		(\$11,400)	FC		n				
y					y				
n					n				
n		\$35,000	FC		n		\$9,250	SC	
y					y				
y					y				
n					n				
n					n				
n		Not DBE			n		Not DBE		
y					y				
n					n				
n					n				
n					n				
n					n				
y					y				
y					y				
		\$4,000					\$4,000		
		\$2,000					\$2,000		
		\$6,000					\$6,000		
		\$3,500					\$3,500		
Yes/No -->	yes				Yes/No -->	yes			
	\$	191,400				\$	225,500		
	\$	22,741				\$	47,051		
	\$	214,141				\$	272,551		
LOW BID	1					2		27%	

32 Landscaping

Project PBIA Switchgear NPDS Replacement
Job # TBD
A/E RS&H
Bid Date 9/13/2021
AP1 Date TBD
Est Joe Harlow (Precon Manager), Sharnie Earle (Lead Estimator)
Pro Greg Walker (Procurement Manager)
Ops Margaret Simone (Project Executive), Christian Kottar (Project Manager)
Estimator

Legend
y INCLUDED
n EXCLUDED
? QUESTION
QUANTITY

Aquatic Landscaping AL		Southern Blossom SB	
Jimmy Grisales 305-495-7777 (111) 111-1111 jimmyg@aquaticlandscape.com		Brian Fresco 305-491-7880 (111) 111-1111 resco.southernblossoms@gmail.com	
9/13/2021		9/13/2021	
FULLY SCOPED		FULLY SCOPED	
\$ 24,950		\$ 50,973	
\$ 86,370 346.2%		\$ 20,530 40.3%	
\$ 111,320 56%		\$ 71,503	

A/Q	Item	Description	y/n	Sub Response	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug
		Turner Construction Company's Environmental Health and Safety Program										
	1	Abide by Turner Construction Company's Environmental Health and Safety Program	y		y				y			
	2	Review + Compliance of all items under Project Manual on Bldg Connected	y		y				y			
	3	OSHA 30 hour class (1 person for contracts < \$5M, 2 for contracts > \$5M). Must be on-site 100% of the time.	y		y				y			
	4	If sub has > 25 employees on site (incl. lower tiers) > 2 weeks, incl. full time Safety Manager for duration of period > 2 weeks.	n		n	not req'd			n	not req'd		
		Bid Acknowledgements										
	1	Turner Form 36 (07/15/13), Form 166 (02/11/16), Form 380 (06/30/14)	y		y				y			
	2	Turner Bid Form Completed	y		y				y			
	3	Acknowledge ALL files saved on Bldg Connected as of proposal due date.	y		y				y			
	4	Include all applicable insurances (GLWC, Automobile, etc)	y		y				y			
	5	Include all Applicable Taxes	y		y				y			
	6	Bid valid for 90 days	y		n	\$2,500	AL		y			
	7	Use of All Specified Manufacturers (if N, Substitution Request Form submitted with bid)	y		y				y			
	8	Drug Testing	y		y				y			
	9	Include PBIA Badging Requirements	y		y				y			
	10	Visited Project site	y		n	Did not attend			n	Did not attend		
	11	Palm Beach County Living Wage	y		y				y			
		Key Quantities and Breakouts (Populate Below)										
	1	Total Manhours	#		#				#			
	2	Peak # of Workers anticipated	#		#				#			
		Subcontractors (Provide Name, Scope UBE % and Price \$)										
	1	What are sources of Labor included (Company workforce, Union hall, Subcontracted, 3rd Party Labor Provider)?	?		?				?			
	2	Identify Long Lead Time	?		?				?			
	3	Identify Major Subcontractors	?		?				?			
		Prequalification										
	1	Current Prequalification Questionnaire on file or Submitted at time of Bid	y		y				y			
	2	Current Experience Modification Rating (EMR) - must be 1.0 or below (or EMR Waiver required):	?		?	0.95			?	0.64		
	3	Provide Payment and Performance Bond Rate (Provide Rate: %)	?		?	2.50%			?	2.50%		
	4	Include Payment and Performance Bond	n		n				n			

AP-1 Statement of Work

PBIA Switchgear NPDS Replacement

32 Landscaping

TBD

Aquatic Landscaping

B1

Southern Blossom

B1

0

-

0

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A/Q	Item	Description	y/n	Sub	y/n	Text	Adjustments	Plug	y/n	Text	Adjustments	Plug
		A. General										
	1	The Work as defined in Article I, includes but is not limited to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work.	y		y				y			
	2	The Work shall be provided in strict accordance with the Contract Documents and shall include, but not be limited to, providing all labor, supervision, materials, engineering, tools, equipment, rigging, scaffolding, trade permits, applicable taxes, overhead expenses, warranties and guarantees to perform the complete 32 Landscaping scope as defined in this Statement of Work and as shown or described in the Contract Documents.	y		y				y			
	3	The Scope Documents, the drawings, details, and specifications do not necessarily indicate or describe all work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed on the Contract Documents, to provide a complete and functional system. This Subcontractor shall include all engineering, permits, design and shop drawing costs associated with the completion of this Statement of Work. In addition to this Statement of Work, this subcontractor shall include all costs associated with any and all other referenced documents, to include the Project Specific Requirements. Subcontractor is responsible for compliance with applicable local, county, state, federal and professional code requirements.	y		y				y			
	4	In this Statement of Work, the term "provide" shall be defined as meaning "furnish and install."	y		y				y			
		B. Documents										
		The Work shall consist of 32 Landscaping Scope and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any addenda, all of which are prepared by RS&H and listed in the Additional Provisions AP-2, including without limitation the following:	y		y				y			
		TIL 1 & 2	y		y				y			
		Pre Bid RFI & Set 01	y		y				y			
		C. Inclusions										
		STANDARD REQUIREMENTS										
	1	Includes Hoisting/Rigging/Scaffolding Required for your Work	y		y				y			
	2	Includes Daily Cleanup to Dumpster & daily trash recycling to recycling dumpsters	y		y				y			
	3	Include all Permits for work of your trade (cost of General Trades Building Permit by Others)	y		y				y			
	4	Include all trade relative work in the Division One Specification. Temporary Facilities, etc	y		y				y			
	5	Include all blocking, brackets, fixtures, shims, connections and other items necessary for a complete system	n		n				n			
	6	Include all cutting, coring, sleeving, & firestopping for penetrations relative to your trade for a complete system	n		n				n			
	7	Have Field conditions been investigated? No additional compensation will be allowed for work that could be viewed in the field.	y		y				y			
	8	All work performed shall be per governing codes	y		y				y			
	9	Include cost of all surveying and layout (baseline survey to be provided by others)	n		n				n			
	10	Include field Measurement as required prior to fabrications	y		y				y			
	11											
	12											
	13	SPECIFIC SCOPE ITEMS										
	RFI 2	Removal and Disposal of Landscaping, including but not limited to:										
	C101	Palm Trees (8 ea)	y		y				y			
	15											
	16											
	17											
	18	Furnish and Install all Landscaping, including but not limited to:										
	C201	St. Augustine Sod	y		y				y			
	19	Topsoil at 4" depth	y		y				y			
	20	Adhere to FDOT Section 570 - Turf Performance (Exhibit Z)	y		y				y	[\$28,500]		
	RFI 3	Tree protection	n		y	(\$1,000)	AL		y	(\$3,220)	SB	
	21											
	22											
	23											
	24	Additional provisions to be included:										
	25	Provide and place all top soil as indicated. Include fine grade at all lawn and planting areas. Remove from top soil any rocks, stones, roots, and similar debris larger than two inches in dimension.	y		y				y			
	26	All tree protection is included for trees within the project site scheduled to remain.	AP-1y		y				y			Sub:
	27	All digging, excavation and rigging of trees being removed is included. Once trees are removed, the area will be backfilled and returned to grade by this subcontractor and fencing/barricades will be removed. SB to be installed at these locations.	y		n	\$2,070	AL		y			P.A.:

Appendix B

State Contract Clauses

**APPENDIX B
STATE CONTRACT CLAUSES**

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

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

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

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

Contractor shall include the aforementioned provision in all subcontracts.

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

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

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

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

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

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

4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA A6.4.5).**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities (referred to herein as the "Title VI List of Pertinent Nondiscrimination Acts and Authorities" or "Nondiscrimination Acts and Authorities"), including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

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

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

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

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

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

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

B. Disadvantaged Business Enterprise Participation Goal.

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

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

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

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

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

F. DBE Substitution/Termination.

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

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

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

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

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

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

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

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

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of

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

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

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

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

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

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

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

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

Performance and Payment Bond(S)

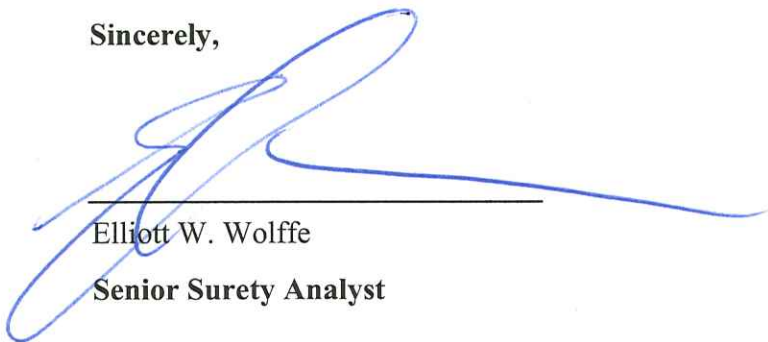
RE: ORIGINAL BOND FILING IN FLORIDA

The latest version of Florida Statute 255.05 requires that a contractor who enters into a contract with a PUBLIC ENTITY in the State of Florida must provide Performance and Payment Bonds for the project and record the bonds in the public records of the County where the improvement is located.

Therefore, we are enclosing 3 original sets of this Payment and Performance Bond which needs to be filed with the Clerk of the Circuit Court in the County in accordance with Florida Statute 255.05.

If you have any questions, please do not hesitate to call us.

Sincerely,



Elliott W. Wolffe

Senior Surety Analyst

Dated: November 1, 2021

AUTHORIZATION TO INSERT DATE OF CONTRACT ON BONDS

DATE: November 1, 2021

TO: Palm Beach County Department of Airports

RE: Turner Construction Company ("as Contractor")
Switchgear NPDS Replacement Project
Project Number : DOA 18-3 (work order TC 02)

Flatiron BOND NOS. Liberty – 01521467
Travelers – 107433048
F&D/Zurich – 9389661
Federal – K40400035
Continental – 30138079
Berkshire Hathaway – 47-SUR-300033-01-0573

Dear Sir or Madam:

The Performance and Payment Bond covering the referenced project were executed by this agency, an authorized representative for the undersigned Liberty Mutual Insurance Company, surety for Turner Construction Company, Inc on August 4, 2021.

We hereby authorize the Palm Beach County Department of Airports to date the bonds and powers of attorney to coincide with the date of the contract.

Liberty Mutual Insurance Company

By: 

Elliott W Wolffe, Attorney-In-Fact

Turner Surety and Insurance Brokerage, Inc.

250 Pehle Avenue, Suite 311, Saddle Brook, NJ 07663

Direct: 201.267.7510 | Cell 201.527.5282 | jsurano@tsibinc.com | CA License # 0E81386

CONTRACT PERFORMANCE BOND Executed in Triplicate

BOND NUMBER: See Attachment A

BOND AMOUNT: \$12,578,174

CONTRACT AMOUNT: \$12,578,174

CONTRACTOR'S NAME: Turner Construction Company

CONTRACTOR'S ADDRESS: 7235 Corporate Center Dr Suite G
Miami, FL 33126

CONTRACTOR'S PHONE: (786) 621-9000

SURETY COMPANY: See Attachment A

SURETY'S ADDRESS: See Attachment A

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: (561) 471-7462

DESCRIPTION OF WORK: The project consist of Replacement of the main Normal Power Distribution System (NPDS), Concourse B and Concourse C Switchgear that distributes power to the PBI Terminal Complex.

PROJECT LOCATION: Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, Florida 33406

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Twelve Million Five Hundred Seventy-Eight Thousand One Hundred Seventy-Four and 00/100 Dollars (\$12,578,174.00)** for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

Project Name: **Switchgear NPDS Replacement Project**
Project No.: **DOA 18-3 (Work Order TC 02)**
Project Description: The project consist of replacement of switchgear NPDS.
Project Location: **Palm Beach International Airport**

in accordance with Design Criteria drawings and specifications prepared by

RS&H	Quantum Electrical Engineering, Inc.
3125 W. Commercial Blvd. Suite 130	2755 Vista Parkway, Suite I-9
Fort Lauderdale, Florida 33309	West Palm Beach, FL 33411
Ph: (954) 474-3005	Ph: 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 dated _____, 20__ between Principal and County for construction of **Replacement of Switchgear NPDS Palm Beach International Airport (PBI)**, Contract No. **DOA 18-3 (TC 02)** , the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;

2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

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

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

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

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


Witness for the Principal

PRINCIPAL: **Turner Construction Company**

Christian E. Jaramila
By: (Print)


Signature

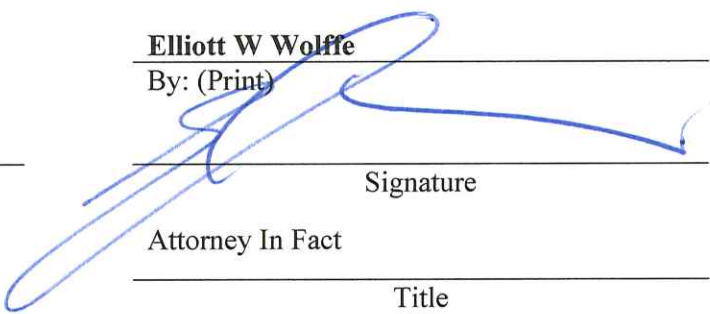
Vice President & General Manager



Address:
7235 Corporate Center Dr
Miami, FL 33126

SURETY See Attachment A

Elliott W Wolfe
By: (Print)


Signature

Attorney In Fact
Title

Seal

Address
250 Pehle Ave Suite 311
Saddle Brook, NJ 07663

John F. Surano
Witness for the Surety
John F Surano

CONTRACT PAYMENT BOND Executed in Triplicate

BOND NUMBER: See Attachment A

BOND AMOUNT: \$12,578,174

CONTRACT AMOUNT: \$12,578,174

CONTRACTOR’S NAME: Turner Construction Company

CONTRACTOR’S ADDRESS: 7235 Corporate Center Dr Suite G
Miami, FL 33126

CONTRACTOR’S PHONE: (786) 621-9000

SURETY COMPANY: See Attachment A

SURETY’S ADDRESS: See Attachment A

OWNER’S NAME: PALM BEACH COUNTY

OWNER’S NAME: PALM BEACH COUNTY

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

OWNER’S PHONE: (561) 471-7462

DESCRIPTION OF WORK: The project consist of Replacement of the main Normal Power
Distribution System (NPDS), Concourse B and Concourse C Switchgear
that distributes power to the PBI Terminal Complex.

PROJECT LOCATION: Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, Florida 33406

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Twelve Million Five Hundred Seventy-Eight Thousand One Hundred Seventy-Four and 00/100 Dollars (\$12,578,174.00)** for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

Project Name: **Switchgear NPDS Replacement Project**
Project No.: **DOA 18-3 (Work Order TC 02)**
Project Description: The project consist of replacement of switchgear NPDS.
Project Location: **Palm Beach International Airport**

in accordance with Design Criteria drawings and specifications prepared by

RS&H	Quantum Electrical Engineering, Inc.
3125 W. Commercial Blvd. Suite 130	2755 Vista Parkway, Suite I-9
Fort Lauderdale, Florida 33309	West Palm Beach, FL 33411
Ph: (954) 474-3005	Ph: 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. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 20____ between Principal and County for construction of **Replacement of Switchgear NPDS Palm Beach International Airport (PBI)**, Contract No. **DOA 18-3 (TC 02)**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and:
2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

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

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

See Section 712.23, Florida Statutes as amended for the notice and time limitations for claimants.

[Signature]
Witness for the Principal

PRINCIPAL: Turner Construction
Company

CHRISTOPHER E. JORDAN
By: (Print)

[Signature]
Signature

Vice President / General Manager



Address: 7235 Corporate Center Dr Suite G
Miami, FL 33126

John F. Surano
Witness for the Surety
John F Surano

SURETY See Attachment A

Elliott W Wolffe
By: (Print)

[Signature]
Signature

Attorney in Fact
Title

Seal
Address 250 Pehle Ave Suite 311
Saddle Brook, NJ 07663

ATTACHMENT A

BOND NUMBERS:	Liberty Bond No.:	015214647
	Travelers Bond No.:	107433048
	F&D/Zurich Bond No.:	9389661
	Federal Bond No.:	K40400035
	Continental Bond No.:	30138079
	Berkshire Bond No.:	47-SUR-300033-01-0573

Liberty Mutual Insurance Company, a Massachusetts Corporation
Travelers Casualty and Surety Company of America, a Connecticut corporation
Fidelity and Deposit Company of Maryland, a Illinois corporation
Zurich American Insurance Company, a New York corporation
Federal Insurance Company, an Indiana corporation
The Continental Insurance Company, a Pennsylvania Corporation
Berkshire Hathaway Specialty Insurance Company, a Nebraska Corporation

Liberty Mutual Insurance Company – A.M. Best Rating A XV

175 Berkeley Street, Boston, MA 02116

Mailing Address for Notices:

Gretchen Eck, Senior Surety Claims Counsel

2815 Forbs Avenue, Suite 102

Hoffman Estates, IL 60192

Bond No. 015214647

Travelers Casualty and Surety Company of America – A.M. Best Rating A++ XV

Construction Services, One Tower Square, Hartford, CT 06183

Bond No. 107433048

Fidelity and Deposit Company of Maryland

Zurich American Insurance Company - A.M. Best Rating A+ XV

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196

Bond No. 9389661

Federal Insurance Company – A.M. Best Rating A++ XV

202B Hall's Mill Road, Whitehouse Station, NJ 08889

Bond No. K40400035

The Continental Insurance Company – A.M. Best Rating A XV

151 N Franklin Street, Chicago, IL 60606

Bond No. 30138079

Berkshire Hathaway Specialty Insurance Company – A.M. Best Rating A++ XV

1314 Douglas Street, Suite 1400, Omaha, NE 68102

Bond No. 47-SUR-300033-01-0573

By:

Elliott W Wolffe, Attorney-In-Fact

Witness:

John F. Surano

John F. Surano

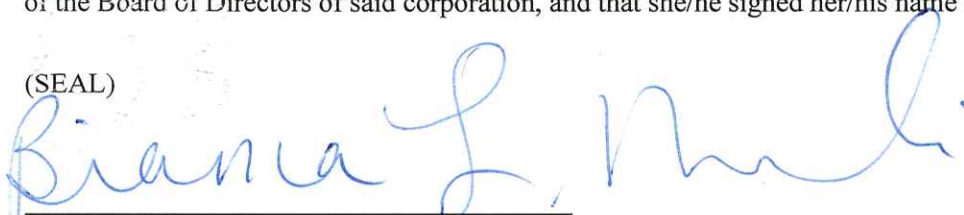
CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 1ST day of November, 2021 before me personally came
Elliott W. Wolffe to me known, who, being by me duly sworn, did depose and say that she/he
resides in Livingston, New Jersey that she/he is the ATTORNEY IN FACT of the LIBERTY
MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF
AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN
INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL
INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the
corporation described in and which executed the above instrument that she/he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order
of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



BIANCA L. MELI

NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES

SEPTEMBER 30, 2024

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF Fl.

COUNTY OF Dade

On this 2 day of November, 2021, before me personally
came Chris Jahrling to me known, who, being by me
duly sworn, did depose and say that she/he resides in Miami, Fl.
that she/he is the V.P. + General Mgr. of the

Turner Construction Co. the corporation
described in and which executed the above instrument that she/he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation, and that she/he signed
her/his name thereto by like order.

(SEAL)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206136-974450

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charo J. Rosemond, Elliott W. Wolfe, James Baldassare, Jr., John F. Surano, Krista A. Burke, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, Sherryanne M. DePirro

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of November, 2021



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits	\$2,058,007,542	Unearned Premiums	\$8,448,706,991
*Bonds — U.S Government	2,209,760,437	Reserve for Claims and Claims Expense	23,879,216,613
*Other Bonds	15,902,755,586	Funds Held Under Reinsurance Treaties	343,068,613
*Stocks	18,517,107,230	Reserve for Dividends to Policyholders	1,192,716
Real Estate	193,169,809	Additional Statutory Reserve	77,397,000
Agents' Balances or Uncollected Premiums	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	118,399,147	Other Liabilities	6,279,510,804
Other Admitted Assets	12,079,597,645	Total	\$39,029,092,737
Total Admitted Assets	<u>\$58,048,967,865</u>	Special Surplus Funds	\$178,155,102
		Capital Stock	10,000,075
		Paid in Surplus	10,945,045,214
		Unassigned Surplus	7,886,674,737
		Surplus to Policyholders	19,019,875,128
		Total Liabilities and Surplus	<u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMIKOLAJEWSKI

Assistant Secretary


**Florida
Department
of Insurance**

LIBERTY MUTUAL INSURANCE COMPANY

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: October 11, 1918
No. 91-04-1543470**


**Tom Gallagher
Treasurer and Insurance Commissioner**



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

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

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

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



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **1st** day of **November**, **2021**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	588,668
		TOTAL LIABILITIES	\$2,534,855,020
		CAPITAL STOCK	\$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	\$2,091,034,607
TOTAL ASSETS	\$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	\$4,625,889,627

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022





Florida
Department
of Insurance

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: October 23, 1985
No. 97-06-0907370

A handwritten signature in cursive script that reads "Bill Nelson". The signature is written in dark ink and is positioned above a horizontal line.

Bill Nelson
Treasurer and Insurance Commissioner

**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, **Krista A. BURKE, Charo J. ROSEMOND, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, Elliott W. WOLFFE, James BALDASSARE, JR. And John F. SURANO**, of Saddle Brook, New Jersey, 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 28th day of July A.D. 2020.



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 28th day of July, 2020, 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 1st day of November, 2021.



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

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2020 and December 31, 2019

	12/31/2020	12/31/2019
Assets		
Bonds	\$ 15,696,060,158	\$ 16,780,375,969
Preferred Stock	-	-
Common Stock	2,964,630,407	3,121,559,258
Real Estate	1,294,160,876	1,273,640,596
Other Invested Assets	1,435,120,966	1,185,313,467
Derivatives	178,175	21,358
Short-term Investments	285,002	14,532,665
Receivable for securities	809,339	114,199,089
Cash and cash equivalents	526,475,686	42,548,382
Securities lending reinvested collateral assets	105,614,095	55,769,285
Employee Trust for Deferred Compensation Plan	122,225,149	129,612,266
Total Cash and Invested Assets	\$ 22,145,559,853	\$ 22,717,572,333
Premiums Receivable	\$ 5,318,928,254	\$ 4,775,851,073
Funds Held with Reinsurers	99,875	97,862
Reinsurance Recoverable	1,248,855,148	1,497,744,413
Accrued Investment Income	118,531,136	127,170,427
Federal Income Tax Recoverable	507,200,404	565,755,651
Due from Affiliates	92,277,523	204,233,875
Other Assets	559,476,243	527,556,278
Total Assets	\$ 29,990,928,434	\$ 30,415,981,911
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	\$ 12,295,705,961	\$ 12,626,869,059
Unearned Premium Reserve	3,952,940,831	3,845,794,904
Funds Held with Reinsurers	554,226,440	385,953,985
Loss In Course of Payment	1,351,312,377	1,442,194,686
Commission Reserve	119,930,116	124,215,143
Federal Income Tax Payable	34,772,832	-
Remittances and Items Unallocated	432,727,110	147,106,142
Payable to parent, subs and affiliates	273,601,687	294,896,500
Provision for Reinsurance	175,327,995	110,765,261
Ceded Reinsurance Premiums Payable	1,591,358,027	1,821,418,177
Securities Lending Collateral Liability	105,614,095	55,769,285
Other Liabilities	1,922,304,215	1,887,566,082
Total Liabilities	\$ 22,809,821,689	\$ 22,742,549,225
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	9,672,000	2,910,000
Cumulative Unrealized Gain	192,450,057	118,847,749
Unassigned Surplus	2,579,853,368	3,152,543,616
Total Policyholders' Surplus	\$ 7,181,106,746	\$ 7,673,432,686
Total Liabilities and Policyholders' Surplus	\$ 29,990,928,434	\$ 30,415,981,911

I, LAURA J. LAZARCZYK, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2020, according to the best of my information, knowledge and belief.

DocuSigned by:
Laura J. Lazarczyk
Corporate Secretary

State of Illinois }
County of Cook } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.



Ryan Horgan
Notary public

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2020

ASSETS	
Bonds.....	\$ 262,624,334
Stocks	19,715,392
Cash and Short-Term Investments	3,219,781
Reinsurance Recoverable	17,293,466
Federal Income Tax Recoverable.....	114,253
Other Accounts Receivable	29,083,530
TOTAL ADMITTED ASSETS.....	\$ 332,050,756

LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses	\$ 539,588
Ceded Reinsurance Premiums Payable	43,847,005
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 44,413,593
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	282,637,163
Surplus as regards Policyholders.....	287,637,163
TOTAL	\$ 332,050,756

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:
Laura J. Lazarczyk
42DF68B474374B0...
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.



Ryan Horgan
Notary Public



Florida
Department
of Insurance

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: September 1, 1991
No. 91-13-3046577

A handwritten signature in green ink that reads "Tom Gallagher".

Tom Gallagher
Treasurer and Insurance Commissioner

ZURICH AMERICAN INSURANCE COMPANY

is hereby authorized to transact
insurance in the state of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: August 01, 1924

No. 99-36-4233459



Bill Nelson
Treasurer and Insurance Commissioner



Florida
Department
of Insurance

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Baldassare Jr., Krista A. Burke, Sherryanne M. DePirro, Charo J. Rosemond, Lisa M. Scavetta, Maria L. Spadaccini, John F. Surano, Nicholas F. Walsh and Elliott W. Wolffe of Saddle Brook, New Jersey -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 29th day of July, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 29th day of July, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of November 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS
Statutory Basis
December 31, 2020
(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (247,647)	Outstanding Losses and Loss Expenses	\$ 7,823,012
United States Government, State and Municipal Bonds	4,277,332	Reinsurance Payable on Losses and Expenses	1,421,176
Other Bonds	5,455,272	Unearned Premiums	2,145,775
Stocks	567,832	Ceded Reinsurance Premiums Payable	261,276
Other Invested Assets	1,207,053	Other Liabilities	551,641
TOTAL INVESTMENTS	11,259,842	TOTAL LIABILITIES	12,202,880
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	404,889	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	349,615	Unassigned Funds	1,591,718
Chubb Indemnity Ins. Co.	182,191		
Chubb National Ins. Co.	186,189	SURPLUS TO POLICYHOLDERS	4,324,172
Other Affiliates	98,826		
Premiums Receivable	1,634,609		
Other Assets	2,410,891		
TOTAL ADMITTED ASSETS	\$ 16,527,052	TOTAL LIABILITIES AND SURPLUS	\$ 16,527,052

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2020, investments with a carrying value of 507,794,700 were deposited with government authorities as required by law.

“Electronic signatures only and no notary due to COVID-19 related stay at home restrictions”

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2020.

DocuSigned by: e this
John P Taylor
3FB94DA7737548E... Senior Vice President

Notary Public My commission expires



**Florida
Department
of Insurance**

FEDERAL INSURANCE COMPANY

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: May 1, 1920
No. 91-13-1963496**

**Tom Gallagher
Treasurer and Insurance Commissioner**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Elliott Wolfe, Maria L Spadaccini, James Baldassare Jr, Krista A Burke, Sherryanne M DePirro, Lisa M Scavetta, Nicholas F Walsh, Charo J Rosemond, John F Surano, Individually

of Saddle Brook, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.



The Continental Insurance Company

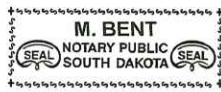
Paul T. Bruflat

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 1st day of November . 2021



The Continental Insurance Company

D. Johnson

D. Johnson

Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



**Florida
Department
of Insurance**

CONTINENTAL INSURANCE COMPANY

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: September 15, 1915
No. 91-13-5010440**

A handwritten signature in cursive script, reading "Tom Gallagher", written over a horizontal line.

**Tom Gallagher
Treasurer and Insurance Commissioner**



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Krista A. Burke, Sherryanne M. DePirro, Charo J. Rosemond, Andrew Waterbury, James Baldassare, Jr., Maria L. Spadaccini, Nicholas F. Walsh, John F. Surano, Elliott W. Wolfe, Lisa M. Scavetta, 250 Pehle Avenue, Suite 311 of the city of Saddle Brook, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President

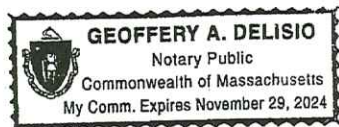


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this November 1, 2021



Officer

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.
CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV
Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS *

	<u>12/31/2020</u>	<u>12/31/2019</u>	<u>12/31/2018</u>
Total invested assets	\$ 5,475,240,588	\$ 5,172,183,338	\$ 4,313,185,189
Premium & agent balances (n	603,615,506	368,086,012	301,849,144
All other assets	157,897,676	127,524,677	140,930,406
Admitted Assets	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,027</u></u>	<u><u>\$ 4,755,964,739</u></u>

LIABILITIES & SURPLUS *

	<u>12/31/2020</u>	<u>12/31/2019</u>	<u>12/31/2018</u>
Loss & loss exp. unpaid	\$ 921,923,948	\$ 634,745,558	\$ 463,103,223
Unearned premiums	372,836,160	314,117,549	241,835,588
All other liabilities	1,054,922,210	744,738,458	570,628,148
Total Liabilities	<u>2,349,682,318</u>	<u>1,693,601,565</u>	<u>1,275,566,959</u>
Total Policyholders' Surplus	<u>3,887,071,452</u>	<u>3,974,192,463</u>	<u>3,480,397,780</u>
Total Liabilities & Surplus	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,028</u></u>	<u><u>\$ 4,755,964,739</u></u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

FLORIDA OFFICE OF INSURANCE REGULATION

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a PROPERTY AND CASUALTY INSURER CERTIFICATE OF AUTHORITY and remains subject to the laws of Florida.

Original Issuance: 02/12/1954

Replacement Issuance: Thursday, June 12, 2014

No. 14 - 630202590



Kevin M. McCarty
Commissioner
Office of Insurance Regulation

[illegible]

Items in Blue are drafts

less than \$100,000
\$100,000 < \$200,000
≥ \$200,000

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

Authority
Lead Dept
CRC
BCC

Cumulative Days
0-30 days
31-90
120

Authority
Lead Dept
CRC
BCC

Cumulative Value - Revised as of 6/24/09

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.

Attachment No. 2

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

Project Description	NAICS Title	NAICS Code	Estimated Percentage of Work	Available DBE	Total Available	Weighted Availability
Landscaping (Material Cost)	Turf Farming	111421	0.00%	0	0	0.00%
Construction Management		236220	12.75%	239	816	3.73%
Drainage System (Labor Cost)	Drainage System Construction	237110	1.18%	20	138	0.17%
Subgrade Stabilization	Hwy, Street & Bridge Construction	237310	2.60%	52	126	1.07%
Miscellaneous Concrete (Material Cost)	Concrete pumping	238110	3.06%	11	226	0.15%
Structural Steel and Precast Concrete Contractors		238120	0.38%	16	51	0.12%
Masonry Contractors		238140	2.75%	6	216	0.08%
Roofing Contractors		238160	1.63%	29	369	0.13%
Electrical Work (Labor Cost)	Electrical Contractors	238210	8.21%	79	1619	0.40%
Plumbing - Mechanical		238220	2.94%	49	2057	0.07%
Drywall and Insulation		238310	2.03%	26	355	0.15%
Paintings & Wall Coverings		238320	1.55%	55	783	0.11%
Tile & Terrazzo		238340	9.50%	12	371	0.31%
Pavement Removal	Site Preparation	238910	2.85%	43	303	0.40%
Site Demolition	Site Preparation	238911	0.00%	n/a	n/a	0.00%
Temporary Stormwater Pollution Prevention, Erosion and Siltation Control	Temporary Erosion Control	238990	0.00%	117	674	0.00%
Other Building Equipment Contractors		239290	7.25%	n/a	0	0.00%
Pavement Markings (Material Cost)	Paint and Coating Manufacturing	325510	0.00%	0	15	0.00%
All Other Rubber Product Manufacturing (Membrane roof)		326299	0.88%	n/a	0	0.00%
Ready Mix Concrete Manufacturing		327320	1.38%	0	46	0.00%
Drainage System (Material Cost)	Culvert pipe, concrete, manufacturing	327332	0.00%	0	4	0.00%
Conveyor and Conveying Equipment Manufacturing		333922	4.63%	0	2	0.00%
Switchgear and Switchboard Apparatus Manufacturing		335313	4.38%	1	4	1.09%
Brick, Stone, and Related Construction Material Merchant Wholesalers		423320	6.65%	5	109	0.31%
Chain link Fence (Materials Cost)	Fencing (except wood) merchant wholesalers	423390	0.00%	2	119	0.00%
Electrical Work (Material Cost)	Electrical Apparatus/Equip, Wiring Supplies, Related Equip Merchant	423610	4.21%	15	619	0.10%
Roadway Signage (Material Cost)	Signs (except electrical) Wholesalers	423990	0.00%	9	771	0.00%
Fuel Farm Systems	Petroleum Bulk Stations and Terminals	424710	0.00%	1	48	0.00%
Building Materials/Supplies		444190	1.56%	10	648	0.02%
Nursery, Garden Center & Farm Supply (Sod)		444220	0.45%	0	123	0.00%
Trucking	Trucking	484220	0.63%	17	174	0.06%
Maintenance of Traffic	Maintenance of Traffic	488190	0.88%	6	318	0.02%
Insurance	Insurance	524126	1.00%	0	191	0.00%
Survey and Project Record Documents	Land Survey and Mapping	541370	0.21%	24	142	0.04%
Testing Services		541380	0.38%	13	92	0.05%
Mobilization	Mobilization	561499	0.00%	3	204	0.00%
Landscaping (Labor Cost)	Turf Installation	561730	0.25%	39	1938	0.01%
Prefabricated Metal Building and Component Manufacturing		332311	1.88%	0	4	0.00%
Mobilization/Overhead (Prime)		n/a	7.00%	n/a	n/a	0.00%
Contingency		n/a	5.00%	n/a	n/a	0.00%
			100%			8.58%

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

SCHEDULE 1
LIST OF PROPOSED DBE FIRMS
(Attachment ____ to Bid Form)

Project/Bid Name: PBIA Switchgear NPDS Replacement Project/Bid No: DOA 18-2A

Name of Prime Bidder: Turner Construction Company Change Order/Task/Amendment No. (if applicable): _____

Contact Person: Margaret Simone Bid Opening Date: 09/13/2021

Address: 7235 Corporate Center Drive, Suite G, Miami FL, 33126 Department: _____

Phone No.: 786-621-9000 Fax No: N/A E-mail Address: msimone@tcco.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Alen Construction Group 954-252-1372	Concrete and Masonry	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$ 165,600	\$	\$
HDZ Builders Inc 786-332.4191	Temporary Walls	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$ 51,187	\$	\$
KLH Supply, LLC 561-801-0828	Electrical Equipment Supplier	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$ 1,292,594	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$

Total Value of DBE Participation: \$ 1,509,381

Notes:

- The amounts listed on this form for each DBE Firm must be supported by the price included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program.
- If materials or supplies are proposed to be purchased from a DBE regular dealer, sixty percent (60%) of the proposed expenditure is counted toward attainment of the DBE goal. Reduce dollar amount to 60% of supplier's quote for purposes of determining value of DBE participation. Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Prime Bidder is committing to utilize the above referenced DBE Firms on the Project and that the Prime Bidder will monitor the DBE Firms to ensure that the work is actually performed by the DBE Firms.

By: Margaret Simone
Signature
Margaret Simone / Turner Construction Company - Construction Executive
Print Name/Title of Person Executing on Behalf of the Prime

Date: 10/27/2021

*Additional sheets may be used if necessary.

SCHEDULE 2
(Attachment __ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: DOA 18-2A Project/Bid Name: PBIA Switchgear NPDS Replacement

Change Order/Task/Amendment No. (if applicable): _____

Name of Prime Bidder: Alen Construction Group

Name of DBE Firm: Alen Construction Group

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☒ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
#1	Concrete & Masonry	LS	\$ 165,600	\$ 165,600
			\$	\$
			\$	\$
			\$	\$

at the following price¹: \$165,600
(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

<u>n/a</u>	\$ <u>n/a</u>	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE
<u></u>	\$ <u></u>	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Alen Construction Group
Printed Name of DBE Subcontractor
By: [Signature]
Signature
Date: 10/6/21

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

SCHEDULE 2
(Attachment ___ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: DOA 18-2A Project/Bid Name: PBIA Switchgear NPDS Replacement

Change Order/Task/Amendment No. (if applicable): _____

Name of Prime Bidder: HDZ Builders Inc.

Name of DBE Firm: HDZ Builders Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☒ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☒ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
#1	Temporary Partitions	LS	\$ 51,187	\$ 51,187
			\$	\$
			\$	\$
			\$	\$

at the following price¹: \$ 51,187

(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Juan Hernandez
Printed Name of DBE Subcontractor
By: [Signature]
Signature
Date: 10/06/2021

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

SCHEDULE 2
(Attachment ___ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: DOA 18-2A Project/Bid Name: PBIA Switchgear NPDS Replacement

Change Order/Task/Amendment No. (if applicable): _____

Name of Prime Bidder: Davco Electrical Contractors Corp.

Name of DBE Firm: ~~TBD~~ KLH SUPPLY, LLC

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☐ Hispanic ☒ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Electrical Supplies	Electrical Switchgear	LS	\$4,100,000.00	\$4,100,000.00

at the following price¹: \$4,100,000.00 Plus Sales Tax
(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

KLH SUPPLY LLC
Printed Name of DBE Subcontractor
By: *Harry J. Jackson*
Signature
Date: 10/8/21

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA


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Fund 4111 Airport Passenger Improvement and Development Fund

Advantage Document Numbers:
 BGEX 110121/324

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 11/02/2021	REMAINING BALANCE
<u>Expenditures</u>								
121-A342-6504	lotb Non Infrastructure	6,923,761	6,741,670	2,257,640	0	8,999,310	142,142	8,857,168
121-A900-9909	Reserves Improvement Program	19,773,212	15,459,574	0	2,257,640	13,201,934	0	13,201,934
Total Appropriations & Expenditures				2,257,640	2,257,640	0		

	Signatures	Date	By Board of County Commissioners
OFMB		11/9/21	At Meeting of
INITIATING DEPARTMENT/DIVISION			December 7, 2021
Administration/Budget Department Approval			Deputy Clerk to the
OFMB Department - Posted			Board of County Commissioners