

Agenda Item: 5D.1  
RW/GW7-0  
R-2021-0463

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 6, 2021 [ ] Consent [X] Regular  
[ ] Workshop [ ] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) Amendment No. 4 to the Construction Manager (CM) at Risk Contract (Contract) with The Morganti Group, Inc. (MGI) for CM at Risk Services for Miscellaneous Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$438,131 and 175 Calendar Days for Work Order SMC 08: Building 846 Uninterrupted Power Supply (UPS) Replacement at Palm Beach International Airport (PBI); and

(B) A Budget Transfer of \$438,131 in the Airport's Improvement and Development Fund, including a transfer from Reserves in the amount of \$438,131.

**Summary:** The CM at Risk Contract with MGI was approved by the Board on August 20, 2019 (R-2019-1221). The Contract is for 2 years with 3 one (1) year renewal options for CM at Risk Services for Airport Improvements for the Department. MGI is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. MGI along with their S/MBE teaming partner Cooper Construction Management and Consulting, Inc. (Cooper), were one of two firms selected to provide project management and construction supervision services. The contract value to date is \$5,340,927.24. Approval of Amendment No. 4 in the amount of \$438,131 and 175 Calendar Days will enable MGI to complete Work Order SMC 08: Building 846 UPS Replacement at PBI. This project includes the replacement of the UPS equipment that supports the Department's employee computer network and several critical systems for PBI. The project was presented to the Goal Setting Committee on October 7, 2020 and due to the limited availability, the Committee established an Affirmative Procurement Initiative (API) of price preference for Small Business Enterprise (SBE) contractors if their bid is within 10% of the lowest non-small business bid. The S/M/WBE subcontracting participation on this work order is 0%. The current cumulative S/M/WBE participation for all work orders to-date under this contract is 39.5%. MGI's S/MBE teaming partner, Cooper, will provide 14.9% of the Construction Management Fees. 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:** The existing UPS to the Department's computer network needs to be replaced. In addition to providing uninterrupted power to the Department's computer network, the UPS also supports the servers for several critical systems for PBI. As such, the existing UPS needs to be removed and replaced with a new 208V redundant UPS connected in parallel and powered by two (2) new external 480V step down transformers. The project also requires the existing UPS electrical panel to have new conduit and wiring installed from the new UPS. Builder's Risk Insurance for this work will be provided by the Contractor prior to start of construction.

**Attachments:**

- 1. Amendment No. 4 to CM at Risk Contract with MGI (w/Contract History) – (3 originals)
- 2. OEBO Schedules w/OEBO Contract Participation
- 3. Budget Transfer

Recommended By: [Signature] Department Director 3-4-21 Date

Approved By: [Signature] County Administrator 3/18/21 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$438,131	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$438,131</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 A212-49 Object 6211  
 Reporting Category \_\_\_\_\_

*21*

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

Approval of this item provides budget for Amendment No. 4 with MGI in the amount of \$438,131. Funding consists of Airport local funds, including a reclass from Reserves in the amount of \$438,131.

**C. Departmental Fiscal Review:**

*Walter J. Anderson*

**III. REVIEW COMMENTS**

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

*Lisa Munn* 3/19/21  
 OFMB *(initials)* 3/19

*J. J. Jaworski* 3/11/21  
 Contract Dev. and Control  
 3-11-21 *tee*

**B. Legal Sufficiency:**

*Anne Delgado* 3-17-21  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

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

Search

Home

Insured Tasks

View

Project Information

Project Information

Insured Name

The Morganti Group, Inc. (DXC)

The Morganti Group, Inc. (DOA 18-13)

Active Records Only

Advanced Search

Name: The Morganti Group, Inc.

Account Number: DX00000605

Address:

Status: Currently in Compliance.

Insured Tasks Admin Tools

- View
- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Contract Screen

Contract Information

Vendor Number	Contract Number	Contract Name	Description	Contract Value	Action
DX00000605	DOA 18-13	CM at Risk for Miscellaneous Airport Improvements			View

Account Information

Contract Number: DOA 18-13      Name: CM at Risk for Miscellaneous Airport Improvements

Description:

Contract Value:      Country:

Work State: FL      City:

Contact:      License:

MilePost:      Crossing Location:

Contact Details

Name:

Address:

City:      Zip:

State:      Phone:

Email:      Email2:

Contract Information

Start Date:      End Date:

Effective Date: 08/20/2019      Expiration Date: 12/31/2024

Cancelled Date:

21 0701

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

Fund 4111 Airport Passenger Improvement and Development Fund

Advantage Document Numbers:  
 BGEX 011321/630

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 03/03/2021	REMAINING BALANCE
<u>Expenditures</u>								
121-A212-6211	Building Improvements	1,537,853	1,424,870	438,131	0	1,863,001	354,953	1,508,048
121-A900-9909	Reserves Improvement Program	22,758,941	32,441,518	0	438,131	32,003,387	0	32,003,387
<b>Total Appropriations &amp; Expenditures</b>				438,131	438,131	0		

Signatures

Date

By Board of County Commissioners

OFMB

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

*William D. Mansson* 3/6/21  
*Lisa Munte* 3/9/21

At Meeting of

April 6, 2021

*Troy Powell*  
 Deputy Clerk to the Board of County Commissioners



STATE OF FLORIDA, COUNTY OF PALM BEACH  
 I, JOSEPH ABRUZZO, Clerk of the Circuit Court,  
 Comptroller certify this to be a true and correct copy  
 of the original filed in my office on APR 06 2021  
 on \_\_\_\_\_  
 dated at West Palm Beach, Florida on 4-13-21  
 By: *Troy Powell*  
 Deputy Clerk

5016

**Attachment No. 2**

**OEBO Schedules w/OEBO Contract Participation**

---

## OEBO SCHEDULE 1 CM Fees Only

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

SMC08 Building 846 UPS Upgrade

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC08

NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group

ADDRESS: 1450 Centrepark Blvd Suite 260, West Palm Beach FL 33401

CONTACT PERSON: Jennifer Uman

PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com

SOLICITATION OPENING/SUBMITTAL DATE: 12/1/20

DEPARTMENT: Department of Airports

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Cooper Construction Mgmt 354 Hiatt Dr Palm Beach Gardens, FL 33418	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$17,797.00	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total \$17,797.00

Total Bid Price \$ \$119,352.00

Total SBE + M/WBE Participation \$17,797.00

### CM Fees Only

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

\_\_\_\_\_  
Sr Project Manager  
Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC08  
 SOLICITATION/PROJECT NAME: SMC08 Building 846 UPS Upgrade

Prime Contractor: The Morganti Group Subcontractor: Cooper Construction Mgmt

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column if applicable):

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

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Construction Mgmt Services				\$17,797.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$17,797.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

The Morganti Group  
 Print Name of Prime  
 By:   
 Authorized Signature  
Jennifer Uman  
 Print Name  
Sr Project Manager  
 Title  
 Date: 2/25/21

Cooper Construction Management  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Jackie W. Cooper Jr.  
 Print Name  
President  
 Title  
 Date: 02.24.21

# OEBO SCHEDULE 1

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

SMC08 Building 846 UPS Upgrade

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group  
 CONTACT PERSON: Jennifer Uman  
 SOLICITATION OPENING/SUBMITTAL DATE: 12/1/20

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC08  
 ADDRESS: 1450 Centrepark Blvd Suite 260, West Palm Beach FL 33401  
 PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com  
 DEPARTMENT: Department of Airports

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Davco Electrical Contractors Corp 4885 Park Ridge Blvd Boynton Beach, FL 33426	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$272,525.00	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total \_\_\_\_\_ \$272,525.00

Total Bid Price \$ \$272,525.00 Total SBE - M/WBE Participation \$0

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
Signature Sr Project Manager  
\_\_\_\_\_ \_\_\_\_\_  
Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.



**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC08

SOLICITATION/PROJECT NAME: SMC08 Building 846 UPS Upgrade

Prime Contractor: The Morganti Group Subcontractor: Davco Electrical Contractors Corp.

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column if applicable):

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

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Electrical Contracting				\$272,525.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$272,525.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

The Morganti Group  
 Print Name of Prime  
 By:   
 Authorized Signature  
Jennifer Uman  
 Print Name  
Sr Project Manager  
 Title  
 Date: 1/14/21

Davco Electrical Contractors Corp.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Mark Komar  
 Print Name  
Vice President  
 Title  
 Date: January 13, 2021

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

REF DOC	API-GSC	DESCRIPTION	Work Order/Task Order			SBE/WMBE PARTICIPATION-BREAKDOWN					
			ORIGINAL AMOUNT	CHANGE ORDER OR ADJUSTMENT	REVISED AMOUNT	A	B		C	J	K
						Total CM Fees	Cooper CM (AA) Fees	AA-%	Total Subcontractor value	Total SMWBE (D,E,G,H,I)	% SMBE (J/K)
Amendment No 1 SMC-01	16% of which 4% MBE (AA and HA)	SMC 01 Terminal Condensation Phase 1	\$1,383,500.00			\$331,264.00	\$46,666.77	14.09%	\$951,385.00	\$211,751.33	
		CO NO 1		\$34,896.07		\$1,661.72	\$249.26	15.00%	\$31,886.73	\$5,100.00	15.99%
		CO NO 2		\$72,529.17		\$518.07	\$518.07	100.00%		\$0.00	0.00%
		Closeout								\$0.00	0.00%
		Total		\$107,425.24	\$1,490,925.24	\$333,443.79	\$47,434.10	14.23%	\$983,271.73	\$216,851.33	22.05%
Amendment No 1 SMC-02	20%	SMC 02 Wallis Road Improvements-Phase 1	\$434,700.00			\$123,009.00	\$17,082.00		\$278,296.00	\$73,028.40	
		Closeout								\$0.00	
		Total		\$0.00	\$434,700.00	\$123,009.00	\$17,082.00	13.89%	\$278,296.00	\$73,028.40	26.24%
WO SMC 03		SMC 03 Domestic Water Valve Replacement-Field Investigation	\$15,712.00			\$15,712.00				\$0.00	
		Closeout								\$0.00	
		Total		\$0.00	\$15,712.00	\$15,712.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
WO SMC 04	N/A under \$100k	SMC 04 Domestic Water Valve Replacement-Phase 1 Priority Valves	\$93,976.00			\$21,946.00	\$3,782.00		\$64,251.00	\$0.00	
		Closeout								\$0.00	
		Total		\$0.00	\$93,976.00	\$21,946.00	\$3,782.00	17.23%	\$64,251.00	\$0.00	0.00%
Amendment No 3 SMC 05	20% of which 5% is for MWBE	SMC 05 Terminal Condensation Phase 2	\$3,148,984.00			\$626,642.00	\$89,210.00		\$2,315,102.00	\$1,344,902.00	
		Closeout								\$0.00	
		Total		\$0.00	\$3,148,984.00	\$626,642.00	\$89,210.00	14.24%	\$2,315,102.00	\$1,344,902.00	58.09%
Task Order SMC 06	N/A under \$100k	SMC 06 Security Phase 2 - Continuum Upgrade	\$97,530.00			\$33,055.00	\$3,388.00		\$63,000.00	\$0.00	

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

ORIGINAL CONTRACT	YEAR 1-2	YEAR 3	YEAR 4	YEAR 5
RESOLUTION NO	R-2019-1221			
DATE APPROVED	8/20/2019			
SBE Goal	15.00%			

REF DOC	API-GSC	DESCRIPTION	Work Order/Task Order			SBE/WMBE PARTICIPATION-BREAKDOWN					
			ORIGINAL AMOUNT	CHANGE ORDER OR ADJUSTMENT	REVISED AMOUNT	A	B		C	J	K
						Total CM Fees	Cooper CM (AA) Fees	AA-%	Total Subcontractor value	Total SMWBE (D,E,G,H,I)	% SMBE (J/K)
		Closeout								\$0.00	
		Total		\$0.00	\$97,530.00	\$33,055.00	\$3,388.00	10.25%	\$63,000.00	\$0.00	0.00%
		SMC 07 Security Phase 3 - Replace 26 cameras	\$59,100.00			\$18,911.00	\$2,617.00		\$33,230.00	\$0.00	
		Total		\$0.00	\$59,100.00	\$18,911.00	\$2,617.00	13.84%	\$33,230.00	\$0.00	0.00%
Amendment No 4	SBE Price Preference	SMC 08 Building 846 UPS Upgrade	\$438,131.00			\$119,352.00	\$17,797.00	14.91%	\$272,525.00	\$0.00	
Amendment No 5	SBE Price Preference	SMC 10 LTG 3 Structural repair	\$221,117.00			\$61,288.00	\$9,227.00	15.06%	\$133,731.00	\$2,660.00	1.99%
<b>Total</b>			<b>\$5,233,502.00</b>	<b>\$107,425.24</b>	<b>\$5,340,927.24</b>	<b>\$1,353,358.79</b>	<b>\$190,537.10</b>		<b>\$4,143,406.73</b>	<b>\$1,637,441.73</b>	<b>39.52%</b>
<b>Total SMWBE Breakdown</b>											
<b>Total SMWBE</b>								14.08%			

**Notes:**  
Items in Blue are draft  
Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking  
Document Authority  
Task Order Lead Dept  
Task Order CRC  
Amendment BCC

**AMENDMENT NO. 4 TO THE CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND  
THE MORGANTI GROUP, INC.  
FOR  
CONSTRUCTION MANAGEMENT SERVICES  
MISCELLANEOUS AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-13**

**R2021 0463**

This Amendment No. 4 to the Contract is made as of the \_\_\_\_\_ day of APR 16 2021, 2021, by and between Palm Beach County, Florida (COUNTY) and The Morganti Group, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSTRUCTION MANAGER, having its office and principal place of business at 1450 Centrepark Blvd., Suite 260, West Palm Beach, Florida 33401.

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

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

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

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

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

(1) GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$ 438,131.00** for the construction costs for **Work Order SMC 08: Building 846 UPS Upgrade.**

(2) SCHEDULE OF TIME FOR COMPLETION

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

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	145	\$1,000/ Cal Day
Final Completion	175	\$0/ Cal Day

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

(4) Attachments Exhibit A

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

APR 06 2021

R2021 0463

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:   
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By:   
County Attorney

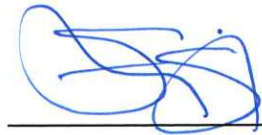
By:   
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER SIGNATURE

CONSTRUCTION MANAGER:

  
Signature

  
Signature

BRENT MARTIN  
Name (type or print)

STEPHEN SINES  
Name (type or print)

Vice President of Operations  
Title

(Corporate Seal)

# **EXHIBIT A**

## **GMP Construction Bond**



*SMC08- Building 846 UPS Replacement*

Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)  
1/8/2021  
FINAL

*Palm Beach*  
INTERNATIONAL AIRPORT



*SMC08- Building 846 UPS Replacement*  
Palm Beach County Department of Airports  
1/8/2021



## TABLE OF CONTENTS

<u>SECTIONS</u>	<u>Status</u>
<b>1- Guaranteed Maximum Price</b> A summary of construction division line items costs including construction components, general conditions, general requirements, bonds & insurance, and fees.	<i>INCLUDED</i>
<b>2- Subcontractor Summary</b> A subcontractor summary entailing the bidders, DBE values, and associated costs.	<i>INCLUDED</i>
<b>3- General Conditions</b> An itemized list of general condition items such as temporary barriers, dumpsters and various supplies needed to execute the work.	<i>INCLUDED</i>
<b>4- Staffing</b> A breakdown of construction management staff with utilization rate, quantity in months and total labor costs.	<i>INCLUDED</i>
<b>5- Assumptions and Clarifications</b> A breakdown of assumptions and clarifications related to this specific project including a summary of unique facets of the project.	<i>INCLUDED</i>
<b>6- Construction Schedule</b> A summary-level construction schedule in bar chart format	<i>INCLUDED</i>
<b>7- Contract Documents</b> Drawing Log, Specification Log, RFI Log	<i>INCLUDED</i>
<b>8- Alternate Log</b> List of Alternates for Owner's Approval	<i>INCLUDED</i>
<b>9- SBE Bid Participation Summary</b> Summary list of subcontractor bids received and SBE firms.	<i>INCLUDED</i>

SECTION-1

***Guaranteed Maximum Price***



## Palm Beach County Department of Airports

## SMC08- Building 846 UPS Replacement

Date: January 8, 2021  
 Owner: Palm Beach County Department of Airports  
 CM: The Morganti Group, Inc.  
 Architect: AECOM

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

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
090000	Finishes	1	ls	\$ 15,000.00
260000	Electrical	1	ls	\$ 243,545.00
Alternate #1	Refer to Alternate Log Breakout	1	ls	\$ 28,980
	Subtotal: Division 1-33			\$ 287,525.00
	Reimbursable General Conditions	1.00	ls	\$ 5,175.00
	Subtotal			\$ 292,700.00
	General Liability Insurance	0.0102	ls	\$ 4,469.00
	Builder's Risk Insurance	0.0124	ls	\$ 5,433.00
	Payment and Performance Bonds	0.0102	ls	\$ 4,469.00
	Subtotal			\$ 307,071.00
	Fee	5.00%	%	\$ 15,354.00
	Construction Staffing	1	ls	\$ 97,523.00
	Subtotal			\$ 419,948.00
	Construction Contingency	4.00%	%	\$ 11,708.00
	Subtotal			\$ 431,656.00
	Preconstruction Fee	1.50%	ls	\$ 6,475.00

**TOTAL GMP** **\$ 438,131.00**

## *Subcontractor Summary*



**Subcontractor Summary**

Bid Package	Description	Bidder	SBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
<b>DIVISION 26000: Electrical</b>						
09	Finishes	Budget	\$ -	\$ 15,000	NA	\$ 15,000.00
26	Electrical	Davco	\$ -	\$ 243,545	1,2	\$ 243,545.00
<b>ALLOWANCES:</b>						
A #1	See Alternates Log	Multiple Subcontractors			NA	\$ 28,980.00
			\$ -		<b>Subtotal:</b>	<b>\$ 287,525.00</b>

	SBE Participation Dollars	% of Bid Work
SBE Subcontractor Total:	\$ -	0.00%
SBE Cooper Staffing:	\$ 14,523	5.05%
SBE Cooper 15% of Fee:	\$ 2,303	0.80%
SBE Total (0% of Bid Work):	\$ 16,826	5.85%

CM Fee	\$ 15,354.00
Construction Contingency	\$ 11,708.00
General Conditions	\$ 5,175.00
Staffing	\$ 97,523.00
Payment & Performance Bond	\$ 4,469.00
Builders Risk	\$ 5,433.00
GL Insurance	\$ 4,469.00
Preconstruction	\$ 6,475.00

Total Guaranteed Maximum Price **\$ 438,131.00**

SECTION- 3

**General Conditions**



**GMP GENERAL CONDITIONS**

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
<b>LAYOUT</b>						
Layout Partitions			ls.		\$ -	
Independent Surveyor	-	-	sf.	-	\$ -	by trades
Ground penetrating radar	-	-	ls.	-	\$ -	by trades
As-Built Survey	-	-	ls.	-	\$ -	by trades
<b>TESTING AND COMMISSIONING</b>						
Third Party Testing & Inspections	1	-	ls.	-	\$ -	
<b>TEMPORARY FACILITIES</b>						
Chemical Toilets - Contractor	1	2.0	mo.	125.00	\$ 250	
<b>TEMPORARY CONSTRUCTION</b>						
Temporary Fence / 6' Windscreen - Rent	1	-	lf.	13.00	\$ -	
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$ -	
Job Signs	1	1.0	ls.	1,500.00	\$ 750	
<b>CLEAN UP</b>						
Final Cleaning	1	-	ls.	-	\$ -	included in Div 01
20 YD - Dumpster	1	2.0	ld.	600.00	\$ 1,200	
02 YD - Tip Dumpster	-	-	ld.	330.00	\$ -	
<b>TEMPORARY LABOR</b>						
Temporary Construction Labor	1	0.25	ls	2,500.00	\$ 625	
<b>SUPPLIES</b>						
First Aid Supplies	1	2.0	mo.	50.00	\$ 100	
Safety Supplies (Non PPE)	1	2.0	ea.	50.00	\$ 100	
COVID- 19 Supplies	1	2.0	ea.	150.00	\$ 300	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1	3.0	set	200.00	\$ 600	
<b>UTILITIES</b>						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	
					\$ -	
<b>EQUIPMENT</b>						
Small Tools	1	0.5	ea.	750.00	\$ 375	
<b>MISC. REQUIREMENTS</b>						
Project Signage	1	1.0	ls.	500.00	\$ 500	
Project Closeout	1	0.5	ls.	750.00	\$ 375	
<b>SUB TOTAL GENERAL CONDITIONS</b>					<b>\$ 5,175</b>	

SECTION- 4

**Staffing**





**GMP STAFFING**

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
<b>Construction Staff: Contract- Year 1 &amp; 2 (8/20/19-8/19/21)</b>					
1	Home Office Employees - Sines, McCarthy, Martin	0.15	4	\$ 21,150	\$ 12,690
2	Sr. Project Manager - Jennifer Uman	0.25	3	\$ 16,700	\$ 12,525
3	Lead Superintendent - Gregory Bellamy	0.25	3	\$ 17,400	\$ 13,050
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.25	2	\$ 10,900	\$ 5,450
5	Project Superintendent - Day - TBD	0.00	0	\$ 17,400	\$ -
6	Project Superintendent - Night - TBD	1.00	2	\$ 17,400	\$ 34,800
7	Project Coordinator- (Cooper TBD)	0.25	4	\$ 8,800	\$ 8,800
8	Field Office (Trailer)	0.25	4	\$ 2,500	\$ 2,500
SUBTOTAL					\$ 89,815
<b>Close Out Staff: Contract- Year 1 &amp; 2 (8/20/19-8/19/21)</b>					
1	Home Office Employees - Sines, McCarthy, Martin	0.15	1	\$ 21,150	\$ 3,173
2	Sr. Project Manager - Jennifer Uman	0.25	0.5	\$ 16,700	\$ 2,088
3	Lead Superintendent - Gregory Bellamy	0.25	0.5	\$ 17,400	\$ 2,175
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.25	0.1	\$ 10,900	\$ 273
5	Project Superintendent - Day - TBD	0.00	0	\$ 17,400	\$ -
6	Project Superintendent - Night - TBD	1.00	0	\$ 17,400	\$ -
7	Project Coordinator- (Cooper TBD)	0.25	0	\$ 8,800	\$ -
8	Field Office (Trailer)	0.25	0	\$ 2,500	\$ -
SUBTOTAL					\$ 7,708
TOTAL STAFF COSTS					\$ 97,523

*Assumptions and Clarifications*



**BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS**

Item	Div	Scope	Description
01	00	Documents	The GMP includes the cost to replace two UPS units in Building 846 as well as to perform modifications and maintenance to the existing electrical switchgear in accordance with contract documents provided by AECOM, as listed in section VII dated, 7/10/20.
02	00	Temp Water	Temporary water for construction use will be sourced from a hose bib located near the work area.
03	00	Temp Power	Temporary lighting and power will utilize the existing lighting circuits.
04	00	Furniture	Furniture shall be stored onsite in designated areas provided by the owner. CM shall not be responsible for any existing damages to items being moved or stored.
05	00	Existing	GMP does not include repairs for any damaged existing conditions that are encountered within areas not included in the project area.
06	00	COVID- 19	The GMP is based on current market rates and availability of labor and materials. Due to the uncertainty of future markets and work restrictions due to the COVID -19 pandemic, future prices, labor and material availability cannot be guaranteed.
07	00	Schedule	The GMP is based on a 145 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.
08	00	Working Hours	Working hours for this project are 7pm to 330am.
09	00	Davis Bacon	GMP does not include Davis Bacon Wages or Certified payroll.
10	00	Buy American	GMP does not include Buy American requirements.
11	00	PBC Living Wage	GMP includes a Palm Beach County Living Wage minimum of \$12.83 through Sept 30, 2021.
12	00	DBE Goal	GMP does not include a DBE goal.
13	00	SBE Goal	GMP includes a SBE Price Preference.
14	00	Paid by Owner	The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP): : Permit Fees, inspection fees, and utility connection fees : Contract Document Revisions required by Governing Authorities : Materials testing; costs for tests that fail will be paid by the responsible Subcontractor
15	26	Fire Watch	GMP includes a fire watch anytime the fire alarm system of portion of the system is not in operation as a result of construction work for directly related to this GMP.

## **Construction Schedule**



Activity ID	Activity Name	OD	RD	Cal	Start	Finish	TF	2021															
								Qtr 4				Qtr 1			Qtr 2			Qtr 3		Qtr 4			
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>SMC08 Bldg 846 UPS Upgrade</b>																							
<b>Preconstruction</b>																							
A0000	NTP	0	0	5		15-Feb-21*	0	◆ NTP															
A1000	Submittals/Shop Drawings	20	20	5	15-Feb-21	12-Mar-21	0	■ Submittals/Shop Drawings															
A1130	Project Duration	145	145	7	15-Feb-21	09-Jul-21	120	■ Project Duration															
A1030	Procurement	40	40	5	15-Mar-21	07-May-21	0	■ Procurement															
A1010	Mobilization	5	5	5	12-Apr-21	16-Apr-21	0	■ Mobilization															
<b>Construction</b>																							
A1020	Temporary Electrical Rough	15	15	5	19-Apr-21	07-May-21	0	■ Temporary Electrical Rough															
A1050	Install Temp UPS Equipment	5	5	5	10-May-21	14-May-21	0	■ Install Temp UPS Equipment															
A1060	Demo Existing UPS Equipment	5	5	5	17-May-21	21-May-21	0	■ Demo Existing UPS Equipment															
A1070	Rough-in Electrical	10	10	5	24-May-21	04-Jun-21	0	■ Rough-in Electrical															
A1080	Install New UPS/Gear	10	10	5	07-Jun-21	18-Jun-21	0	■ Install New UPS/Gear															
A1090	Set up Temp Power	5	5	5	14-Jun-21	18-Jun-21	0	■ Set up Temp Power															
A1100	Perform Switchboard Maintenance	5	5	5	21-Jun-21	25-Jun-21	0	■ Perform Switchboard Maintenance															
A1110	Demo Temp UPS	5	5	5	28-Jun-21	02-Jul-21	0	■ Demo Temp UPS															
A1120	Commissioning	5	5	5	05-Jul-21	09-Jul-21	0	■ Commissioning															
<b>Closeout</b>																							
A1040	Closeout	22	22	5	08-Jul-21	06-Aug-21	0	■ Closeout															
A1200	Substantial Completion	0	0	7		09-Jul-21*	0	◆ Substantial Completion															
A1210	Final Completion	0	0	7		08-Aug-21*	0	◆ Final Completion															

■ Actual Work  
■ Remaining Work  
■ Critical Remaining Work  
◆ Milestone

**Palm Beach International Airport**  
**SMC08 Bldg 846 UPS Upgrade**  
**GMP Schedule**

Datat date: 15-Feb-21 SMC08-GMP  
 Printed on 29-Dec-20 @ 13:17  
 Page 1 of 1

SECTION-7

*Drawing Log, Specification Log,  
RFI Log*



*SMC08- Building 846 UPS Replacement  
Palm Beach County Department of Airports  
1/8/2021*

LIST OF DRAWINGS

PERMIT SUBMITTAL: 07/10/2020						
●						

**GENERAL**

G-1

GENERAL NOTES, DRAWING INDEX, & SUMMARY OF QUANTITIES

PERMIT SUBMITTAL: 07/10/2020						
●						
●						
●						
●						
●						
●						
●						
●						

**ELECTRICAL**

E-1  
E-2  
E-3  
E-4  
E-5  
E-6  
E-7  
E-8

ELECTRICAL GENERAL NOTES  
ELECTRICAL LEGEND  
ELECTRICAL FIRST LEVEL PLAN  
ELECTRICAL SECOND LEVEL PLAN- DEMOLITION  
ELECTRICAL SECOND LEVEL PLAN  
ELECTRICAL SWITCHBOARD DIAGRAM-DEMOLITION  
ELECTRICAL SWITCHBOARD DIAGRAM-MODIFIED  
ELECTRICAL DETAILS

LIST OF SPECIFICATIONS

---

Permit Documents 07/10/20		<u>SPECIFICATION</u>	<u>DESCRIPTION</u>
		<b><u>DIVISION 26</u></b>	<b><u>ELECTRICAL</u></b>
●		26 00 00	BASIC ELECTRICAL REQUIREMENTS
●		26 05 19	ELECTRICAL POWER CONDUCTORS AND CABLES
●		26 05 33	RACEWAYS FOR ELECTRICAL SYSTEMS
●		26 08 00	COMMISSIONING OF ELECTRICAL SYSTEMS
●		26 27 00	LOW VOLTAGE DISTRIBUTION EQUIPMENT
●		26 66 53	UNINTERRUPTIBLE POWER SUPPLIES



LIST OF RFIs & ADDENDUM

Request by CM	Response by Architect			
●	●			
●	●			

**REQUEST FOR INFORMATION**

**NUMBER**

**DESCRIPTION**

- 01 Load Distribution Board
- 02 UPS Capacity

CM Addendum Date:	Add. # 1	Add. # 2	Add. # 3	Add. # 4
11/20/20	●			
11/23/20		●		

**MGI BID ADDENDUM**

**NUMBER**

**DESCRIPTION**

- 01 MGI Addendum #1
- 02 MGI Addendum #2

SECTION- 8

**Alternates Log**



*SMC08- Building 846 UPS Replacement*  
Palm Beach County Department of Airports  
1/8/2021

**ALTERNATES**

Bid Package	Description	Bidder	Owner Approval (Yes or No)	Amount of Alternates	Amount Utilized in GMP
<b>DIVISION 26000: Electrical</b>					
26.1	Lithium Batteries	Davco Electric	Yes	\$ 28,980	\$ 28,980
<i>26.1: Upgrade from VRLA batteries and associated cabinets to lithium ion batteries, associated battery cabinets and additional circuits as required for a complete system.</i>					
<b>TOTAL ALTERNATES included in GMP:</b>					<b>\$ 28,980</b>

***SBE Bid Participation Summary***







January 12, 2021

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

**RE: SMC08 – Building 846 UPS Replacement**  
**Contractor: The Morganti Group, Inc.**  
**Bond No.: 9367326**

To Whom It May Concern:

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

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

Sincerely,

Zurich American Insurance Company

By: 

Gabriela Camacho, Attorney-in-Fact, FL Non-Resident License No. W570767  
c/o Alliant Insurance Services, Inc.  
131 Oliver Street, 4<sup>th</sup> Floor  
Boston, MA 02110  
(617) 535-7200

Zurich American Insurance Company  
1299 Zurich Way, 5<sup>th</sup> Floor  
Schaumburg, IL 60196  
USA  
Phone (847) 605-600  
Toll Free (800) 251-3606

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of June, A.D. 2019.



ATTEST:

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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 25th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of January, 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](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 9367326

BOND AMOUNT Four Hundred Thirty Eight Thousand One Hundred Thirty One and 00/100 Dollars (\$438,131.00)

CONTRACT AMOUNT Four Hundred Thirty Eight Thousand One Hundred Thirty One and 00/100 Dollars (\$438,131.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1450 Centrepark Boulevard, Suite 260, West Palm Beach, FL 33401

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Zurich American Insurance Company

SURETY'S ADDRESS: 1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196 - 1056

SURETY'S PHONE: (847) 605-6000

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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

OWNER'S PHONE: (561) 471-7462

PROJECT NAME: SMC08 - Building 846 UPS Replacement

PROJECT NUMBER: SMC08

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Replacement of two UPS units in Building 846 as well as modifications and maintenance to existing electrical switchgear.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_  
846 Palm Beach International Airport, West Palm Beach, FL 33406  
Legal Description - PCN 00 43 43 31 01 001 0010

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

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

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

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

Four Hundred Thirty Eight Thousand One Hundred Thirty One and 00/100 Dollars (\$438,131.00)  
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: SMC08 - Building 846 UPS Replacement

Project No.: SMC08

Project Description: Replacement of two UPS units in Building 846 as well as modifications and maintenance to existing electrical switchgear

Project Location: Palm Beach International Airport  
846 Palm Beach International Airport  
West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: AECOM

LOCATION OF FIRM: 7650 West Courtney Campbell Causeway, Tampa, Fl. 33607

PHONE: (813) 286-1711

NAME OF ARCHITECTURAL FIRM: Quantum Electrical Engineering

LOCATION OF FIRM: 2755 Vista Parkway, Suite I-9, West Palm Beach, FL 33411

PHONE: (561) 290-9224

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of SMC08 - Building 846 UPS Replacement, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

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

The Morganti Group, Inc.

Deborah Cordova

Witness

[Signature]

Principal

(Seal)

Deborah Cordova

Print Name

Thamer Rushaidat, President & CEO

Title

Zurich American Insurance Company

Jean M. Feeney

Witness

[Signature]

Surety

(Seal)

Jean M. Feeney

Print Name

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

Title

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of June, A.D. 2019.



ATTEST:

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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 25th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

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

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

**CERTIFICATE**

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

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

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

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

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

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



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](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

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

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal		YEAR 1-2 R-2019-1221 8/20/2019 15.00%													
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED
Amendment No 1 SMC-01	15% of which 4% MBE (AA and HA)	SMC 01 Terminal Condensation Phase 1	100	6/8/20	12/14/20	1/13/21	\$1,383,500.00						\$1,383,500.00	June 2, 2020 Board (R2020-0556)	
		CO NO 1	8		12/22/20	Cynthia Portney: GWP reflected 130 days with completion of 12/22		\$34,896.07	\$42,896.07		\$34,896.07				
		CO NO 2	0		12/22/20			\$72,529.17	\$72,529.17				\$72,529.17	1/12/21 Board Meeting due to budget	
		Closeout													
		Total							\$107,425.24		\$1,490,925.24				
Amendment No 1 SMC-02	20%	SMC 02 Wallis Road Improvements-Phase 1	100	7/14/20	10/21/20	11/20/20	\$434,700.00						\$434,700.00	June 16, 2020 Board R2020-0634	
		Closeout													
		Total								\$434,700.00					
WO SMC 03		SMC 03 Domestic Water Valve Replacement-Field Investigation					\$15,712.00				\$15,712.00			Approved 9/1/2020	
		Closeout													
		Total								\$15,712.00					
WO SMC 04	N/A under \$100k	SMC 04 Domestic Water Valve Replacement-Phase 1 Priority Valves	60	9/16/20	11/14/20	12/14/20	\$93,976.00				\$93,976.00			Approved on 9/11/2020.	
		Closeout													
		Total								\$93,976.00					
Amendment No 3 SMC 05	20% of which 5% is for M/WBE	SMC 05 Terminal Condensation Phase 2	376	11/30/20	12/10/21	1/9/22	\$3,148,984.00						\$3,148,984.00	R2020-1778 November 17, 2020 Board	
		Closeout													
		Total								\$3,148,984.00					
Task Order SMC 06	N/A under \$100k	SMC 06 Security Phase 2 -Continuum Upgrade		11/9/20			\$97,530.00					\$97,530.00		Approved by CRC on 11/20/2020	
		Closeout													
		Total								\$97,530.00					
		SMC 07 Security Phase 3 - Replace 26 cameras	60	11/9/20	1/7/21	2/6/21	\$59,100.00							Approved by the Dept on 10/20/2020	
		Closeout													
		Total								\$59,100.00					

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

ORIGINAL CONTRACT YEAR 1-2															
RESOLUTION NO R-2019-1221															
DATE APPROVED 8/20/2019															
SBE Goal 15.00%															
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOWO CLOSED
Amendment No 4	SBE Price Preference	SMC 08 Building 846 UPS Upgrade	145				\$438,131.00							Board Meeting 4/8/21	
	SBE 10%	SMC 09 Fire Pump Replacement					\$363,231.00							Advertise	
Amendment No 5	SBE Price Preference	SMC 10 LTG 3 Structural repair	101				\$221,117.00							Board Meeting 4/8/21	
	20%	SMC 11 Domestic Water Valve Replacement-Phase 2					\$521,936.00							On hold due to funding	
<b>Total</b>							\$0,777,917.00	\$214,850.48		\$5,340,927.24	\$144,584.07	\$97,530.00	\$5,039,713.17		

Notes:  
Closed-out projects  
Items in Blue are draft

**Total SMWBE Breakdown**  
Total SMWBE

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

<sup>1</sup> Approval Authority  
\*Time CO Value Authority Cumulative Days Authority  
\$0-50,000 Lead Dept 0-30 days Lead Dept  
\$50,001-100,000 CRC 31-90 CRC  
>\$100,001 BCC 120 BCC

Time Extensions in excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit  
Cumulative Value - Revised as of 6/24/09  
<sup>1</sup> 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

17303301.25