

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Rw/BW 70
R-2021-0418

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

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) Amendment No. 5 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 \$221,117 and 131 Calendar Days for Work Order SMC 10: Long Term Parking Garage 3 Joint Repair at Palm Beach International Airport (PBI); and

(B) A Budget Transfer of \$221,117 in the Airport's Improvement and Development Fund, including a transfer from Reserves in the amount of \$221,117.

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. 5 in the amount of \$221,117 and 131 Calendar Days will enable MGI to complete SMC 10: Long Term Parking Garage 3 Joint Repair at PBI. This project includes the replacement of the welded plates on the second level ramp in the long term parking garage. 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/MBE subcontracting participation on this work order is 1.99%. 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 15% of the Construction Management Fees. **Countywide (AH)**

Background and Justification: The joint between twin-tee concrete beams, located in Parking Garage 3 between the 2nd level landing and the upper ramp heading toward level three, is no longer functioning per the design intent. The connections at the flanges need to be removed and replaced. Builder's Risk Insurance for this work will be provided by the Contractor prior to start of construction.

Attachments:

- 1. Amendment No. 5 to CM at Risk Contract with MGI (w/Contract History) – (3 originals)
- 2. OEBO Schedules w/OEBO Contract Participation
- 3. Budget Transfer

Recommended By: *Laura Bube* Department Director 3-4-21 Date

Approved By: *J. Baker* 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	\$221,117	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$221,117	=====	=====	=====	=====

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 A212-59 Object 6211
 Reporting Category _____

JA

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

Approval of this item provides budget for Amendment No. 5 with MGI in the amount of \$221,117. Funding consists of Airport local funds, including a reclass from Reserves in the amount of \$221,117.

Debbie Duncanson

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Lois Mart 3/11/21

 OFMB *(W) 3/19*

John J. Jaworski 3/12/21

 Contract Dev. and Control
 3-11-21 *TW*

B. Legal Sufficiency:

Anne Delgent 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)

21 0700

BUDGET TRANSFER
 BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Passenger Improvement and Development Fund

Advantage Document Numbers:
 BGEX 012621/723

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	221,117	0	1,645,987	354,953	1,291,034
121-A900-9909	Reserves Improvement Program	22,758,941	32,441,518	0	221,117	32,220,401	0	32,220,401
Total Appropriations & Expenditures				221,117	221,117	0		

3.F.3.6

OFMB
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures: [Signature]
 Date: 3/5/21
[Signature]
 Date: 3/9/21

By Board of County Commissioners
 At Meeting of
 April 6, 2021
[Signature]
 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 4-13-21
 dated at West Palm Beach, Florida
 By: [Signature]
 Deputy Clerk



Attachment No. 2

OEBO Schedules w/OEBO Contract Participation

OEBO SCHEDULE 1 CM Fees Only

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SMC10 Long Term Garage 3 Joint Repair

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 SMC10
 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

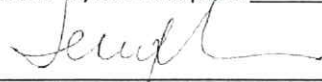
PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

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. Cooper Construction Mgmt 354 Hiatt Dr Palm Beach Gardens, FL 33418	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$9,227.00	_____	_____	_____	_____
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)

	CM Fees Only	Total	\$9,227.00	_____	_____	_____	_____
Total Bid Price \$ <u>\$61,288.00</u>		Total SBE - M/WBE Participation	\$9,227.00	_____	_____	_____	_____

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 SMC10

SOLICITATION/PROJECT NAME: SMC10 Long Term Garage 3 Joint Repair

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):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native 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				\$9,227.00

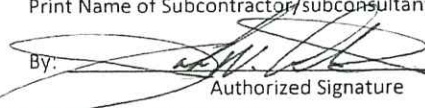
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$9,227.00

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 2nd/3rd 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

SMC10 Long Term Garage 3 Joint Repair

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 SMC10
 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. Intentionally Blank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2. Alen Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	\$2,660.00	_____	_____	_____
3. Benchmark III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$75,644.00
4. Davco Electrical Contractors Corp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$51,527.00
5. Roberts Traffic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$3,900.00
(Please use additional sheets if necessary)				Total	_____	\$2,660.00	_____	\$133,731.00
Total Bid Price \$ <u>\$133,731.00</u>				Total SBE - M/WBE Participation <u>\$2,660.00</u>				

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 SMC10

SOLICITATION/PROJECT NAME: SMC10 Long Term Garage 3 Joint Repair

Prime Contractor: The Morganti Group Subcontractor: Alen Construction

(Check box(s) that apply)

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

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input checked="" 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
	Caulking Sealants				\$2,160.00
	Signage				\$500.00

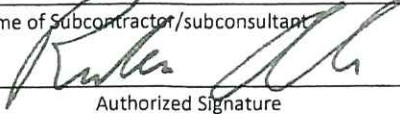
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$2,660.00

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.

n/a Price or Percentage: n/a

Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
 Print Name of Prime
 By: 
 Authorized Signature
Jennifer Uman
 Print Name
Sr Project Manager
 Title
 Date: 2/24/21

Alen Construction
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Ruben Alen
 Print Name
President
 Title
 Date: 02/24/2021

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC10

SOLICITATION/PROJECT NAME: SMC10 Long Term Garage 3 Joint Repair

Prime Contractor: The Morganti Group Subcontractor: Benchmark III

(Check box(s) that apply)

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

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

Column 1	Column 2	Column 3
<input 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	

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Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Concrete Restoration/Structural Repair				\$75,644.00

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: \$75,644.00

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 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
 Print Name of Prime
 By: Jennifer Uman
 Authorized Signature
 Jennifer Uman
 Print Name
 Sr Project Manager
 Title
 Date: 1/28/21

Benchmark III
 Print Name of Subcontractor/subconsultant
 By: Gregory A. Hale
 Authorized Signature
 Gregory A Hale
 Print Name
 President
 Title
 Date: 1/26/2021

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC10
 SOLICITATION/PROJECT NAME: SMC10 Long Term Garage 3 Joint Repair

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):

Column 1	Column 2	Column 3
<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.

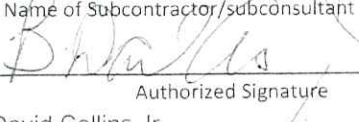
Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Electrical				\$51,527.00

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: XXXXX

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 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
 Print Name of Prime
 By: 
 Authorized Signature
 Jennifer Uman
 Print Name
Sr Project Manager
 Title
 Date: 1/28/21

Davco Electrical Contractors Corp.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 B. David Collins Jr.
 Print Name
President
 Title
 Date: January 26, 2021

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC10

SOLICITATION/PROJECT NAME: SMC10 Long Term Garage 3 Joint Repair

Prime Contractor: The Morganti Group Subcontractor: Roberts Traffic Marking 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):

Column 1: Male Female
Column 2: African-American/Black Asian American Caucasian American Hispanic American Native American
Column 3: 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.

Table with 6 columns: Line Item, Item Description, Unit Price, Quantity/Units, Contingencies/Allowances, Total Price/Percentage. Row 1: Striping, \$3,900.00

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: \$3,900.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.
Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage:

The Morganti Group
Print Name of Prime
By: [Signature]
Authorized Signature
Jennifer Uman
Print Name
Sr Project Manager
Title
Date: 1/8/21

Roberts Traffic Marking Corp
Print Name of Subcontractor/subconsultant
By: [Signature]
Authorized Signature
Lisa Birchfield
Print Name
President
Title
Date: 01/27/2021

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/C)
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	

Cynthia Portney:
Includes pre-con fees

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

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal

YEAR 1-2
R-2019-1221
8/20/2019
15.00%

YEAR 3

YEAR 4

YEAR 5

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%
		Total	\$5,233,502.00	\$107,425.24	\$5,340,927.24	\$1,353,358.79	\$190,537.10		\$4,143,406.73	\$1,637,441.73	39.52%
		SMWBE Breakdown									
		Total SMWBE					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. 5 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 0418

This Amendment No. 5 to the Contract is made as of the _____ day ^{APR 06 2021} of _____, 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, on March 9, 2021, the County entered into Amendment #4 (R-2021-) 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 **\$221,117.00** for the construction costs for **Work Order SMC 10: Long Term Parking Garage 3: Joint Repair at Palm Beach International Airport.**

(2) SCHEDULE OF TIME FOR COMPLETION

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

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	101	\$1,000/ Cal Day
Final Completion	131	\$0/ Cal Day

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

(4) Attachments Exhibit A

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

R2021 0418 APR 06 2021

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: *Joseph Abruzzo*
Deputy Clerk



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

By: *Dave Kerner*
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Anne Delgant*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Jon Burke*
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER SIGNATURE

[Signature]
Signature

Brent Martin
Name (type or print)

CONSTRUCTION MANAGER:

[Signature]
Signature

STEPHEN JINES
Name (type or print)

VICE PRESIDENT OF OPERATIONS
Title

(Corporate Seal)

EXHIBIT A

GMP Construction Bond



SMC10- Long Term Parking Garage 3: Joint Repair
Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)
1/22/2021
FINAL

Palm Beach
INTERNATIONAL AIRPORT



SMC10- Long Term Parking Garage 3: Joint Repair
Palm Beach County Department of Airports
1/22/2021

TABLE OF CONTENTS

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

SECTION-1

Guaranteed Maximum Price



SMC10- Long Term Parking Garage 3: Joint Repair
Palm Beach County Department of Airports
1/22/2021

Palm Beach County Department of Airports

SMC10- Long Term Parking Garage 3: Joint Repair

Date: January 22, 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
030000	Concrete	1	ls	\$ 75,644.00
070000	Thermal & Moisture Protection	1	ls	\$ 2,160.00
100000	Signage	1	ls	\$ 500.00
260000	Electrical	1	ls	\$ 51,527.00
320000	Paving Specialties	1	ls	\$ 3,900.00
340000	Maintenance of Traffic	1	ls	\$ 10,000.00
	Subtotal: Division 1-33			\$ 143,731.00
	Reimbursable General Conditions	1.00	ls	\$ 2,975.00
	Subtotal			\$ 146,706.00
	General Liability Insurance	0.0102	ls	\$ 2,256.00
	Builder's Risk Insurance	0.0124	ls	\$ 2,742.00
	Payment and Performance Bonds	0.0102	ls	\$ 2,256.00
	Subtotal			\$ 153,960.00
	Fee	5.00%	%	\$ 7,698.00
	Construction Staffing	1	ls	\$ 50,322.00
	Subtotal			\$ 211,980.00
	Construction Contingency	4.00%	%	\$ 5,869.00
	Subtotal			\$ 217,849.00
	Preconstruction Fee	1.50%	ls	\$ 3,268.00
TOTAL GMP				\$ 221,117.00

Subcontractor Summary



Subcontractor Summary

Bid Package	Description	Bidder	SBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
DIVISION 030000: Concrete						
3B	Structural Repair/Concrete Restoration	Benchmark III	\$ -	\$ 75,644	1	\$ 75,644.00
DIVISION 070000: Thermal & Moisture Protection						
7A	Caulking & Sealants	Alen Construction	\$ -	\$ 2,160.00	1	\$ 2,160.00
DIVISION 100000: Specialties						
10C	Signage	Alen Construction	\$ -	\$ 500.00	1	\$ 500.00
DIVISION 260000: Electrical						
26A	Electrical/Fire Alarm	Davco	\$ -	\$ 51,527.00	1	\$ 51,527.00
DIVISION 320000: Exterior Improvements						
32C	Striping	Roberts	\$ -	\$ 3,900.00	1	\$ 3,900.00
DIVISION 340000: MOT						
34A	Maintenance of Traffic (MOT)	Budget	\$ -	\$ 10,000.00	1	\$ 10,000.00
ALTERNATES:						
			\$ -		Subtotal:	\$ 143,731.00

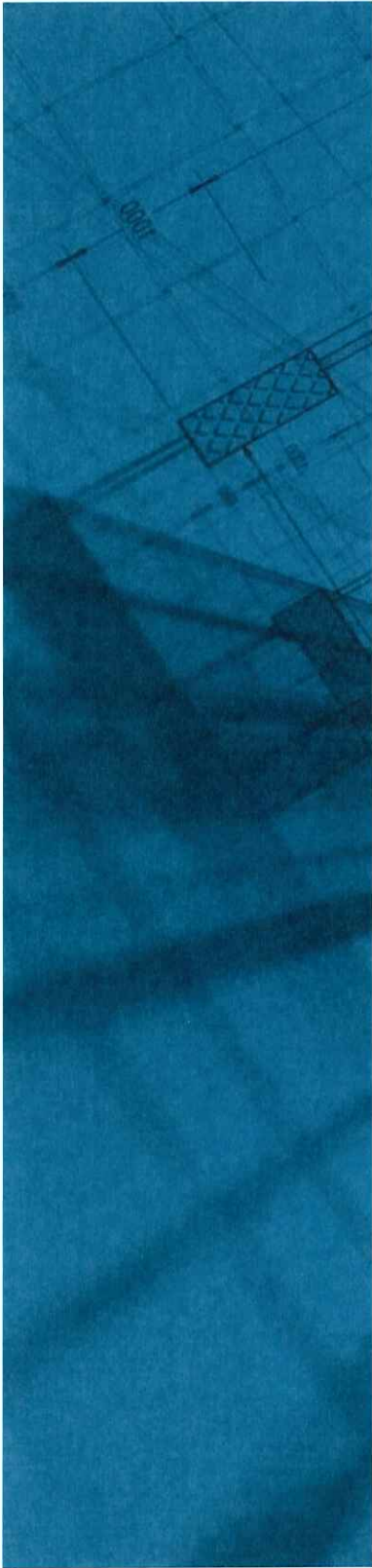
	SBE Participation Dollars	% of Bid Work
SBE Subcontractor Total:	\$ -	0.00%
SBE Cooper Staffing:	\$ 7,582	5.28%
SBE Cooper % of Fee:	\$ 924	0.64%
SBE Total:	\$ 8,506	5.92%

CM Fee	\$ 7,698.00
Construction Contingency	\$ 5,869.00
General Conditions	\$ 2,975.00
Staffing	\$ 50,322.00
Payment & Performance Bond	\$ 2,256.00
Builders Risk	\$ 2,742.00
GL Insurance	\$ 2,256.00
Preconstruction Fee	\$ 3,268.00

Total Guaranteed Maximum Price **\$ 221,117.00**

SECTION- 3

General Conditions



GMP GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
LAYOUT						
Layout Partitions			ls.		\$ -	
Independent Surveyor	-	-	sf.		\$ -	by trades
Ground penetrating radar	-	-	ls.	-	\$ -	by trades
As-Built Survey	-	-	ls.	-	\$ -	by trades
TESTING AND COMMISSIONING						
Third Party Testing & Inspections	1	-	ls.	-	\$ -	
TEMPORARY FACILITIES						
Chemical Toilets - Contractor	1	3.0	mo.	125.00	\$ 375	
TEMPORARY CONSTRUCTION						
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	
CLEAN UP						
Final Cleaning	1	-	ls.	-	\$ -	included in Div 01
20 YD - Dumpster	1	-	ld.	600.00	\$ -	
02 YD - Tip Dumpster	-	-	ld.	330.00	\$ -	
TEMPORARY LABOR						
Temporary Construction Labor	-	-	-	-	\$ -	
	1	-	ls	2,500.00	\$ -	
SUPPLIES						
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	0.5	set	200.00	\$ 100	
UTILITIES						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	
					\$ -	
EQUIPMENT						
			ls.		\$ -	
Small Tools	1	0.5	ea.	750.00	\$ 375	
MISC. REQUIREMENTS						
Project Signage	1	1.0	ls.	500.00	\$ 500	
Project Closeout	1	0.5	ls.	750.00	\$ 375	
SUB TOTAL GENERAL CONDITIONS					\$ 2,975	

SECTION- 4

Staffing



SMC10- Long Term Parking Garage 3: Joint Repair
Palm Beach County Department of Airports
1/22/2021

GMP STAFFING

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
Construction Staff: Contract- Year 1 & 2 (8/20/19-8/19/21)					
1	Home Office Employees - Sines, McCarthy, Martin	0.10	3	\$ 21,150	\$ 6,345
2	Sr. Project Manager - Jennifer Uman	0.10	3	\$ 16,700	\$ 5,010
3	Lead Superintendent - Gregory Bellamy	0.10	3	\$ 17,400	\$ 5,220
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.10	3	\$ 10,900	\$ 3,270
5	Project Superintendent - Day - TBD	0.40	3	\$ 17,400	\$ 20,880
6	Project Superintendent - Night - TBD	0.00	0	\$ 17,400	\$ -
7	Project Coordinator- (Cooper TBD)	0.13	3	\$ 8,800	\$ 3,432
8	Field Office (Trailer)	0.20	3	\$ 2,500	\$ 1,500
	SUBTOTAL				\$ 45,657
Close Out Staff: Contract- Year 1 & 2 (8/20/19-8/19/21)					
1	Home Office Employees - Sines, McCarthy, Martin	0.10	1	\$ 21,150	\$ 2,115
2	Sr. Project Manager - Jennifer Uman	0.10	1	\$ 16,700	\$ 1,670
3	Lead Superintendent - Gregory Bellamy	0.20	0	\$ 17,400	\$ -
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.00	1	\$ 10,900	\$ -
5	Project Superintendent - Day (MGI TBD)	1.00	0	\$ 17,400	\$ -
6	Project Superintendent - Night - TBD	0.00	0	\$ 17,400	\$ -
7	Project Coordinator- (Cooper TBD)	0.10	1	\$ 8,800	\$ 880
8	Field Office (Trailer)	0.20	0	\$ 2,500	\$ -
	SUBTOTAL				\$ 4,665
				TOTAL STAFF COSTS	\$ 50,322

Assumptions and Clarifications



BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

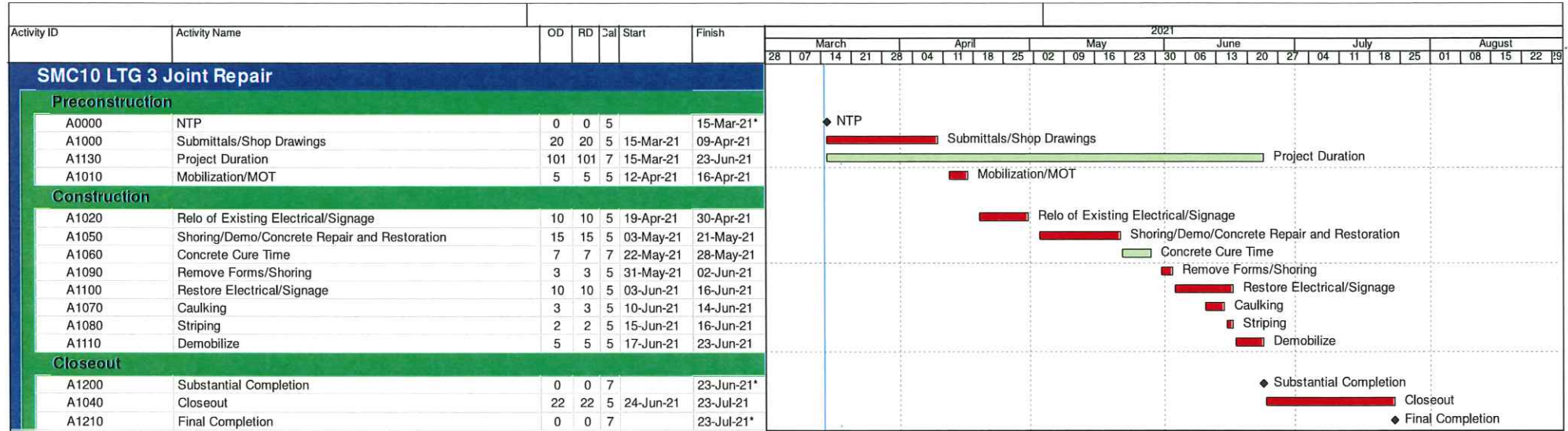
Item	Div	Scope	Description
01	00	Documents	The GMP includes the repair of a single double-tee joint and associated restoration of concrete washes, joint sealants and striping, as well as MOT and temporary relocation of existing signage and electrical conduits to facilitate the work, in accordance with permit drawings prepared by AECOM dated 11/10/20.
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	Existing	GMP does not include repairs for any damaged existing conditions that are encountered within areas not included in the project area.
05	00	COVID- 19	The GMP is based on current market rates and availability of labor and materials Due to the uncertainty of future markets and work restrictions due to the COVID -19 pandemic, future prices, labor and material availability cannot be guaranteed.
06	00	Schedule	The GMP is based on a 101 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.
07	00	Working Hours	The working hours for this project are 7am to 330pm.
08	00	Davis Bacon	GMP does not include Davis Bacon Wages or Certified payroll.
09	00	Buy American	GMP does not include Buy American requirements.
10	00	PBC Living Wage	GMP includes a Palm Beach County Living Wage minimum of \$12.83 through Sept 30, 2021.
11	00	DBE Goal	GMP does not include a DBE goal.
12	00	SBE Goal	GMP includes a SBE Price Preference.
13	00	Paid by Owner	The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP): : Permit Fees, inspection fees, and utility connection fees : Contract Document Revisions required by Governing Authorities : Materials testing; costs for tests that fail will be paid by the responsible Subcontractor
14	10	Signage	GMP includes removal & re-install of existing parking garage sign located in area of work. GMP does not include refurbishing of existing sign.
15	32	Pavement Markings	GMP includes striping for parking stalls only at ramp area being repaired.
16	34	Maintenance of Traffic	GMP includes MOT at top/bottom of ramp being repaired.
17	34	Maintenance of Traffic	GMP includes MOT for (72) calendar days.

SECTION- 6

Construction Schedule



SMC10- Long Term Parking Garage 3: Joint Repair
Palm Beach County Department of Airports
1/22/2021



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

Palm Beach International Airport
SMC10 LTG 3 Joint Repair
GMP Schedule

Datat date: 15-Mar-21 SMC10-GMP
 Printed on 05-Jan-21 @ 16:39
 Page 1 of 1

SECTION-7

*Drawing Log, Specification Log,
RFI Log*



SMC10- Long Term Parking Garage 3: Joint Repair
Palm Beach County Department of Airports
1/22/2021

LIST OF DRAWINGS

PROGRESS SET: 08/07/2020						
●						
●						
●						

STRUCTURAL

- S-1 JOINT REPAIR DETAIL- GENERAL NOTES
- S-2 JOINT REPAIR DETAIL- SHEET 1 OF 2
- S-3 JOINT REPAIR DETAIL- SHEET 1 OF 2

LIST OF RFIs & ADDENDUM

Request by CM	Response by Architect			

REQUEST FOR INFORMATION

NUMBER **DESCRIPTION**

NA

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

MGI BID ADDENDUM

NUMBER **DESCRIPTION**

01 MGI Addendum #1

SBE Bid Participation Summary



SBE Bid Participation Summary

DIVISIONS & DESCRIPTION	BID AMOUNT	SBE	Selection Notes	Status
03B- Structural Repair/Concrete Restoration				
Restocon	\$ 134,400.00	No		Not selected
Interstate Construction	\$ 117,573.76	No		Not selected
Alen Construction	\$ 162,500.00	No		Not selected
Structural Preservation	\$ 174,152.00	No		Not selected
One Source Restoration	\$ 73,875.00	No	Bidder did not meet prequalification requirements.	Not selected
N&P	\$ 236,080.00	No		Not selected
Benchmark 3	\$ 74,555.00	No		Selected as Qualified as Low Responsive Bidder
07A- Caulking & Sealants				
Restocon	\$ 2,744.00	No		Not selected
Interstate Construction	\$ 4,723.50	No		Not selected
One Source Restoration	\$ 845.00	No	Bidder's proposal was based primarily being selected for Scope 3B. Bidder provided proposals for other scopes of work based on being selected for scope 3B. Bidder was not selected for scope 3B and will not solely provide work for this scope.	Not selected
Alen Construction	\$ 2,160.00	No		Selected as Qualified as Low Responsive Bidder
10C- Signage				
Restocon	\$ 970.00	No		Not selected
One Source Restoration	\$ 540.00	No		Not selected
Alen Construction	\$ 500.00	No		Selected as Qualified as Low Responsive Bidder
Ferrin Signs	\$ 1,300.00	No		Not selected
26A: Electrical/Fire Alarm				
Restocon	\$ 15,400.00	No	Bidder did not meet scope of work requirements.	Not selected
One Source Restoration	\$ 11,690.00	No	Bidder did not meet scope of work requirements.	Not selected
Davco	\$ 51,527.00	No		Selected as Qualified as Low Responsive Bidder
Stryker	\$ 71,160.00	No		Not selected
Dato	\$ 51,800.00	No		Not selected
32C: Striping				
Restocon	\$ 3,200.00	No	Bidder's proposal was based primarily being selected for Scope 3B. Bidder provided proposals for other scopes of work based on being selected for scope 3B. Bidder was not selected for scope 3B and will not solely provide work for this scope.	Not selected
One Source Restoration	\$ 2,710.00	No	Bidder's proposal was based primarily being selected for Scope 3B. Bidder provided proposals for other scopes of work based on being selected for scope 3B. Bidder was not selected for scope 3B and will not solely provide work for this scope.	Not selected
Roberts Traffic	\$ 3,900.00	No		Selected as Qualified as Low Responsive Bidder
Alen Construction	\$ 4,100.00	No		Not selected
34A: MOT				
Restocon	\$ 7,000.00	No	Bidder did not meet scope of work requirements. Budget was utilized.	Not selected
One Source Restoration	\$ 6,280.00	No	Bidder did not meet scope of work requirements. Budget was utilized.	Not selected
Alen Construction	\$ 15,000.00	No	Bidder did not meet scope of work requirements. Budget was utilized.	Not selected
Acme	unit cost only	No	Bidder did not meet scope of work requirements. Budget was utilized.	Not selected

* This project has a SBE price preference which provides the acceptance of an SBE responsive bid within 10% of qualified low bid.



January 26, 2021

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

RE: SMC10 – Long Term Parking Garage 3 Joint Repair
Contractor: The Morganti Group, Inc.
Bond No.: 9367332

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, 4th Floor
Boston, MA 02110
(617) 535-7200

Zurich American Insurance Company
1299 Zurich Way, 5th 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 26th day of January, 2021.



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.reportsfelaims@zurichna.com
800-626-4577

PUBLIC CONSTRUCTION BOND

BOND NUMBER 9367332

BOND AMOUNT Two Hundred Twenty One Thousand One Hundred Seventeen and 00/100 Dollars (\$221,117.00)

CONTRACT AMOUNT Two Hundred Twenty One Thousand One Hundred Seventeen and 00/100 Dollars (\$221,117.00)

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: SMC10 - Long Term Parking Garage 3 Joint Repair

PROJECT NUMBER: SMC10

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Repair of a single double-tee joint in LTG 3 and associated restoration and MOT.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
3200 Belvedere Rd, West Palm Beach, FL 33406
Legal Description - PCN 00 43 43 31 01 001 0010

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

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

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

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

Two Hundred Twenty One Thousand One Hundred Seventeen and 00/100 Dollars (\$221,117.00)
(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: SMC10 - Long Term Parking Garage 3 Joint Repair

Project No.: SMC10

Project Description: Repair of a single double-tee joint in LTG 3 and associated restoration and MOT

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

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 SMC10 - Long Term Parking Garage 3 Joint Repair, 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.

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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."

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

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



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

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
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Schaumburg, IL 60196-1056
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	16% of which 4% MBE (AA and HA)	SMC 01 Terminal Condensation Phase 1	190	6/8/20	12/14/20	1/13/21	\$1,383,500.00						\$1,383,500.00	June 2, 2020 Board (R2020-0556)	
		CO NO 1	8		12/22/20	Cynthia Portney: CRP reflected 198 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 R2020-0834	
		Closeout								\$434,700.00					
		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 MWBE	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

REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	¹ CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED
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	
Total							\$8,777,917.00	\$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

Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking

Document	Authority	
Task Order	Lead Dept	less than \$100,000
Task Order	CRC	\$100,000 <\$200,000
Amendment	BCC	> \$200,000

¹ Approval Authority

*Time	CO Value	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 8/24/09

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

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