

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 17, 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. 7 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 \$605,906 and 244 Calendar Days for Work Order SMC 09: Fire Pump Replacement at Palm Beach International Airport (PBI); and
- (B) A Budget Transfer of \$605,906 in the Airport's Improvement and Development Fund, including a reclass from Reserves in the amount of \$605,906.

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 \$5,922,833.37. Approval of Amendment No. 7 in the amount of \$605,906 and 244 Calendar Days will enable MGI to complete SMC 09: Fire Pump Replacement at PBI. This project includes replacement of fire pump systems that support PBI. SMC 09 was presented to the Goal Setting Committee on February 3, 2021 and due to the limited availability, the Committee established an Affirmative Procurement Initiative (API) of 10% for Small Business Enterprise (SBE). The S/MBE subcontracting participation on this work order is 11%. The current cumulative S/M/WBE subcontractor participation for all work orders to-date under this contract is 39%. In addition, MGI's S/MBE teaming partner, Cooper, will provide 15% of the Construction Management Fees. **Countywide (AH)**

Background and Policy Issues: The fire pump systems for PBI's Main Terminal and Building 1475 have suffered degradation as a result of age and will soon reach the end of their expected life cycles. This project will replace the existing fire pump system. Builder's Risk Insurance for this work will be provided by the Contractor prior to start of construction.

Attachments:

- 1. Amendment No. 7 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]* *Laura Burke* *7-13-21*
Department Director Date

Approved By: _____
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|--|-------------------------|--------------|--------------|--------------|--------------|
| Capital Expenditures | <u>\$605,906</u> | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues (Grants) | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u><u>\$605,906</u></u> | <u>_____</u> | <u>_____</u> | <u>_____</u> | <u>_____</u> |
| # 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 A212-477 Object 6211
 Reporting Category _____

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

Approval of this item provides budget for Amendment No. 7 with MGI in the amount of \$605,906. Funding sources consist of Airport Local funds, including a reclass from Reserves in the amount of \$605,906.

C. Departmental Fiscal Review: Wahneema Lubiano

III. REVIEW COMMENTS

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

 OFMB Contract Dev. and Control

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

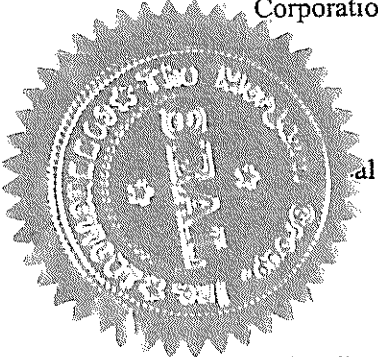
1. That Nabil Takla is the President of The Morganti Group, Inc., a Corporation organized and existing in good standing under the laws of the State of Connecticut, hereinafter referred to as the Corporation, and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 9th day of May, 2019, in accordance with the laws of the State of Connecticut, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED that the corporation shall enter into that certain Contract, DOA 18-13 CM at Risk Services for Airport Improvements for the Department of Airports Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the Agreement), a copy of which is attached hereto: and be it

FURTHER RESOLVED, that Stephen Sines, the Vice President Operations, of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement,

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effects as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida, and had qualified, if legally required, to do business in the State of Florida and has full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation on the 18th day of July, 2019.



Nabil Takla
(Signature)

[Signature]
(Witness)

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

[Signature]
Notary Public

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





**Palm Beach County
Compliance Summary Report**

| Vendor Number | Vendor Name | AM Best Rating | Insurance Carrier | Policy # | Eff. Date | Exp. Date | Coverage | Contract Number | Contract Name |
|---------------|--------------------------|----------------|-------------------------------------|---------------|------------|------------|-------------------|-------------------------|---|
| DX00000605 | The Morganti Group, Inc. | Modified | Compliant | | | | | DOA 18-13(Main account) | CM at Risk for Miscellaneous Airport Improvements |
| | | A++ , XV | Federal Insurance Company | 54309474 | 12/31/2020 | 12/31/2021 | Auto Liability | | |
| | | A , XIV | Starr Indemnity & Liability Company | 1000584535201 | 12/31/2020 | 12/31/2021 | Excess Liability | | |
| | | A++g , XV | Chubb National Insurance Company | 54309476 | 12/31/2020 | 12/31/2021 | General Liability | | |
| | | A++g , XV | Executive Risk Indemnity Inc. | 54309475 | 12/31/2020 | 12/31/2021 | General Liability | | |
| | | A++ , XV | Federal Insurance Company | 54309477 | 12/31/2020 | 12/31/2021 | Workers Comp | | |

Risk Profile : Standard - General Services-AOA
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

**AMENDMENT NO. 7 TO THE CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
THE MORGANTI GROUP, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES
MISCELLANEOUS AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-13**

This Amendment No. 7 to the Contract is made as of the _____ day 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 1662 North U.S. Highway 1, Suite C, Jupiter, FL 33469.

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

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

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

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

WHEREAS, on April 6, 2021, the County entered into Amendment #4 (R-2021-0463) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on April 6, 2021, the County entered into Amendment #5 (R-2021-0418) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on August 17, 2021, the County entered into Amendment #6 (R-2021-) 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 including Pre-Construction Services.

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

(1) The parties hereby agree to amend the Contract to include the first one (1) year renewal option for the continuation of services provided by the CONSTRUCTION MANAGER under this Contract.

(2) 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 **\$605,906.00** for the construction costs for **Work Order SMC 09: Fire Pump Replacement at Palm Beach International Airport.**

(3) 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 | 214 | \$1,000/ Cal Day |
| Final Completion | 244 | \$0/ Cal Day |

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

(5) Attachments Exhibit A

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

ATTEST:

**JOSEPH ABRUZZO, CLERK OF
THE CIRCUIT COURT & COMPTROLLER**

**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**

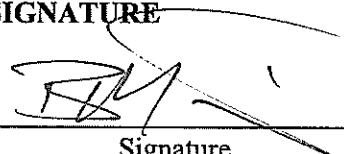
By: _____
County Attorney

By:  _____
Director of Airports


WITNESS:

**FOR CONSTRUCTION MANAGER
SIGNATURE**

CONSTRUCTION MANAGER:



Signature



Stephen Sines

Brent Martin

Name (type or print)

Vice President of Operations

(Corporate Seal)

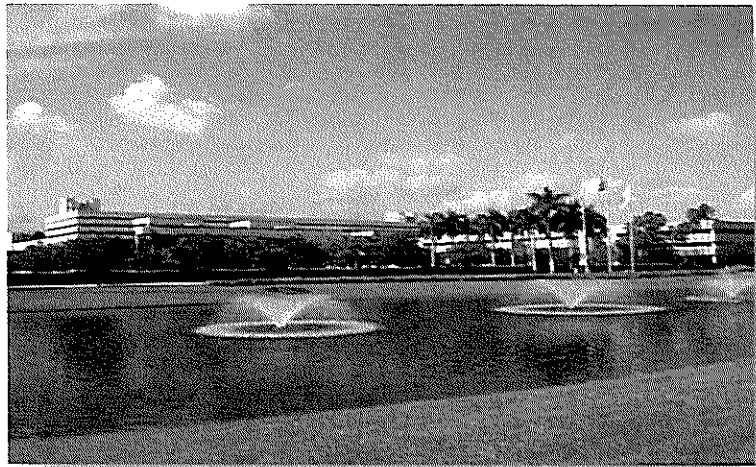
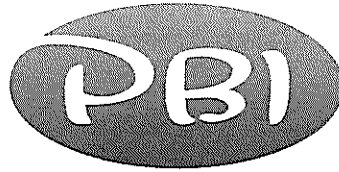
EXHIBIT A

GMP Construction Bond

SMC09- Fire Pump Replacement
Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)
6/24/2021
FINAL

Palm Beach
INTERNATIONAL AIRPORT



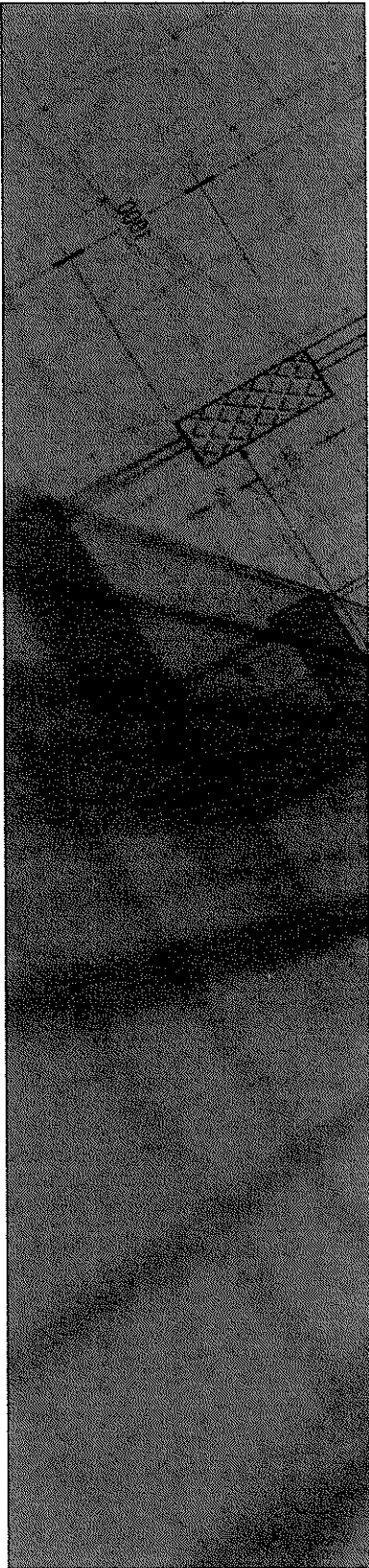
SMC09- Fire Pump Replacement
Palm Beach County Department of Airports
6/24/2021

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</i> |
| 9- SBE Bid Participation Summary Summary list of subcontractor bids received and SBE firms. | <i>INCLUDED</i> |

SECTION-1

Guaranteed Maximum Price



SMC09- Fire Pump Replacement
Palm Beach County Department of Airports
6/24/2021

Palm Beach County Department of Airports

SMC09- Fire Pump Replacement

Date: June 24, 2021
 Owner: Palm Beach County Department of Airports
 CM: The Morganti Group, Inc.
 Architect: AECOM

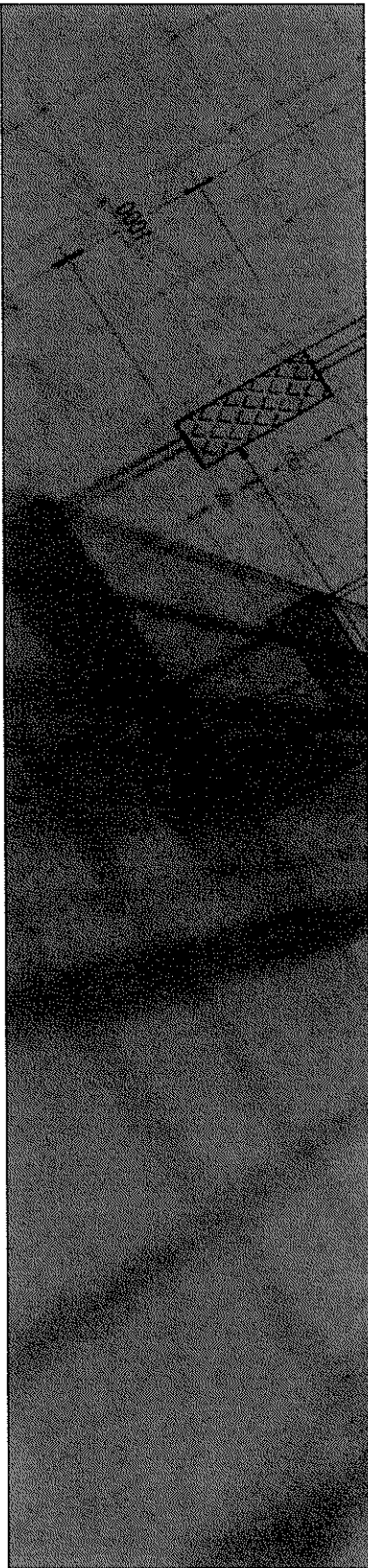
**FINAL****Guaranteed Maximum Price**

| Division | Description | Estimated Quantity | Unit | Guaranteed Max Price |
|----------|--------------------------------------|--------------------|------|----------------------|
| 030000 | Concrete | 1 | ls | \$ 29,000.00 |
| 090000 | Painting | 1 | ls | \$ 11,200.00 |
| 210000 | Fire Suppression & Fire Pumps | 1 | ls | \$ 166,033.00 |
| 260000 | Electrical/Fire Alarm | 1 | ls | \$ 153,500.00 |
| 330000 | Fuel Treatment - Budget | 1 | ls | \$ 6,000.00 |
| | | | | |
| | | | | |
| | Subtotal: Division 1-33 | | | \$ 365,733.00 |
| | Reimbursable General Conditions | 1.00 | ls | \$ 15,175.00 |
| | Subtotal | | | \$ 380,908.00 |
| | General Liability Insurance | 0.0102 | ls | \$ 6,181.00 |
| | Builder's Risk Insurance | 0.0124 | ls | \$ 7,514.00 |
| | Payment and Performance Bonds | 0.0102 | ls | \$ 6,181.00 |
| | Subtotal | | | \$ 400,784.00 |
| | Fee | 5.00% | % | \$ 20,040.00 |
| | Construction Staffing | 1 | ls | \$ 123,845.00 |
| | Subtotal | | | \$ 544,669.00 |
| | Construction Contingency | 4.00% | % | \$ 15,237.00 |
| | Material Cost Escalation Contingency | 1.00 | ls | \$ 40,000.00 |
| | Subtotal | | | \$ 599,906.00 |
| | Preconstruction Fee | 1.00% | ls | \$ 6,000.00 |

TOTAL GMP \$ 605,906.00

SECTION-2

Subcontractor Summary



SMC09- Fire Pump Replacement
Palm Beach County Department of Airports
6/24/2021

Subcontractor Summary

| Bid Package | Description | Bidder | SBE Value | Amount of Proposal | Addendum Received | Amount Utilized in GMP |
|---|-------------------------------|-------------------|-----------|--------------------|-------------------|------------------------|
| DIVISION 030000: Concrete | | | | | | |
| 3A | Concrete Equipment Pads | Alen Construction | \$ 29,000 | \$ 29,000 | 1 | \$ 29,000.00 |
| DIVISION 070000: Thermal & Moisture Protection | | | | | | |
| 9A | Painting | Alen Construction | \$ 11,200 | \$ 11,200.00 | 1 | \$ 11,200.00 |
| DIVISION 100000: Specialties | | | | | | |
| 21A | Fire Suppression & Fire Pumps | Johnson Controls | \$ - | \$ 166,033.00 | 1 | \$ 166,033.00 |
| DIVISION 260000: Electrical | | | | | | |
| 26A | Electrical/Fire Alarm | Dato | \$ - | \$ 153,500.00 | 1 | \$ 153,500.00 |
| DIVISION 320000: Exterior Improvements | | | | | | |
| 33A | Fuel Tank- Fuel Treatment | Budget | \$ - | \$ 6,000.00 | 1 | \$ 6,000.00 |
| ALTERNATES: | | | | | | |
| | | | \$ 40,200 | | Subtotal: | \$ 365,733.00 |

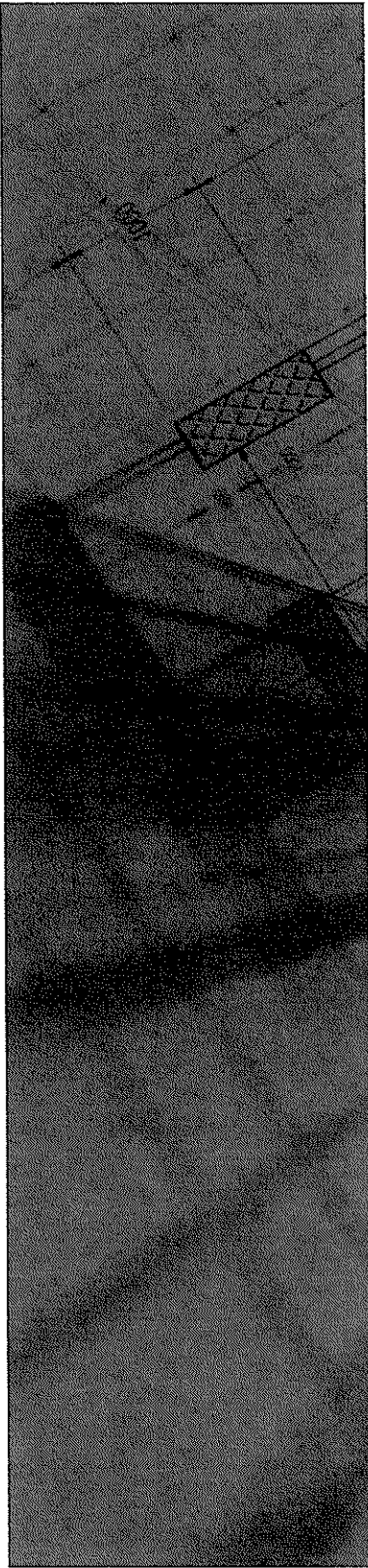
| | SBE Participation Dollars | % of Bid Work |
|--------------------------|---------------------------|---------------|
| SBE Subcontractor Total: | \$ 40,200 | 10.99% |
| SBE Cooper %: | \$ 22,921 | 15.29% |

| | |
|--------------------------------------|---------------|
| CM Fee | \$ 20,040.00 |
| Construction Contingency | \$ 15,237.00 |
| Material Cost Escalation Contingency | \$ 40,000.00 |
| General Conditions | \$ 15,175.00 |
| Staffing | \$ 123,845.00 |
| Payment & Performance Bond | \$ 6,181.00 |
| Builders Risk | \$ 7,514.00 |
| GL Insurance | \$ 6,181.00 |
| Preconstruction Fee | \$ 6,000.00 |

Total Guaranteed Maximum Price **\$ 605,906.00**

SECTION- 3

General Conditions

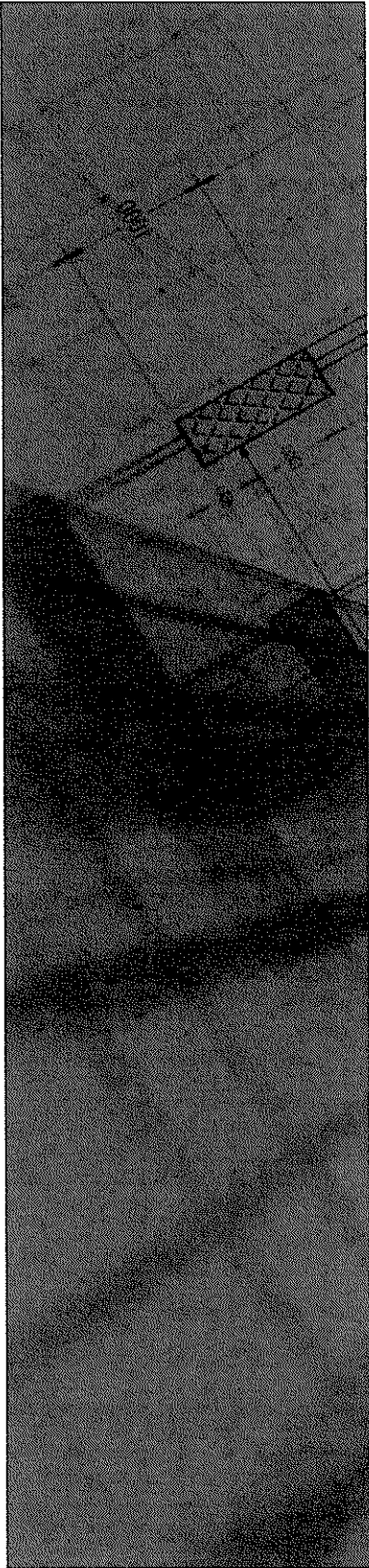


GMP GENERAL CONDITIONS

| 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 | 2.0 | ls. | 3,000.00 | \$ 6,000 | |
| TEMPORARY FACILITIES | | | | | | |
| Chemical Toilets - Contractor | 1 | 3.0 | mo. | 125.00 | \$ 375 | |
| TEMPORARY CONSTRUCTION | | | | | | |
| Temporary Fence / 6' Windscreen - Rent | 1 | 300.0 | lf. | 13.00 | \$ 3,900 | |
| Temporary Job Fence Repair / Relocation | 1 | - | lf. | 3.00 | \$ - | |
| Job Signs | 1 | 2.0 | ls. | 1,500.00 | \$ 1,500 | |
| CLEAN UP | | | | | | |
| Final Cleaning | 1 | - | ls. | - | \$ - | included in Div 01 |
| 30 YD - Dumpster | 1 | 2.0 | ld. | 600.00 | \$ 1,200 | |
| 10 YD - Tip Dumpster | 1 | 2.0 | ld. | 350.00 | \$ 700 | |
| SUPPLIES | | | | | | |
| First Aid Supplies | 1 | 3.0 | mo. | 50.00 | \$ 150 | |
| Safety Supplies (Non PPE) | 1 | 2.0 | ea. | 50.00 | \$ 100 | |
| COVID- 19 Supplies | 1 | 2.0 | ea. | 150.00 | \$ 300 | |
| Weather Thermometer (Weather Station) | 1 | - | ea. | 500.00 | \$ - | |
| Reproduction Expenses | 1 | 1.0 | set | 200.00 | \$ 200 | |
| UTILITIES | | | | | | |
| Construction Electric Power - Monthly | 1 | - | mo. | 350.00 | \$ - | |
| Water Consumption - Monthly | 1 | - | mo. | 225.00 | \$ - | |
| EQUIPMENT | | | | | | |
| Small Tools | 1 | 0.5 | ea. | 750.00 | \$ 375 | |
| MISC. REQUIREMENTS | | | | | | |
| Project Closeout | 1 | 0.5 | ls. | 750.00 | \$ 375 | |
| SUB TOTAL GENERAL CONDITIONS | | | | | \$ 15,175 | |

SECTION- 4

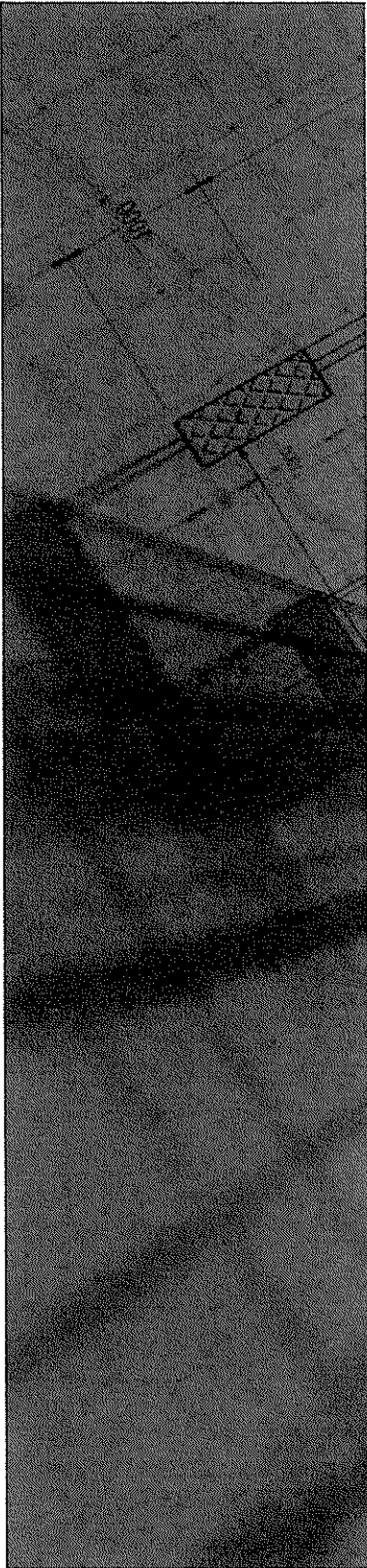
Staffing



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, Westcott, Martin | 0.10 | 1 | \$ 21,150 | \$ 2,115 |
| 2 | Sr. Project Manager - Jennifer Uman | 0.15 | 1 | \$ 16,700 | \$ 2,505 |
| 3 | Lead Superintendent - Gregory Bellamy | 0.15 | 1 | \$ 17,400 | \$ 2,610 |
| 4 | Asst. Project Manager - Nata Pemberton (Cooper) | 0.50 | 1 | \$ 10,900 | \$ 5,450 |
| 5 | Project Superintendent - Day - James Melvin | 0.50 | 1 | \$ 17,400 | \$ 8,700 |
| 6 | Project Superintendent - Night - TBD | 0.00 | 0 | \$ 17,400 | \$ - |
| 7 | Project Coordinator- Jacob Tibbs | 0.15 | 1 | \$ 8,800 | \$ 1,320 |
| 8 | Field Office (Trailer) | 0.25 | 1 | \$ 2,500 | \$ 625 |
| SUBTOTAL | | | | | \$ 23,325 |
| Construction Staff: Contract- Year 3 (8/20/21 - 8/19/22) | | | | | |
| 1 | Home Office Employees - Sines, Westcott, Martin | 0.10 | 2 | \$ 22,200 | \$ 4,440 |
| 2 | Sr. Project Manager - Jennifer Uman | 0.15 | 3 | \$ 17,500 | \$ 7,875 |
| 3 | Lead Superintendent - Gregory Bellamy | 0.15 | 3 | \$ 18,200 | \$ 8,190 |
| 4 | Asst. Project Manager - Nata Pemberton (Cooper) | 0.33 | 3 | \$ 11,500 | \$ 11,385 |
| 5 | Project Superintendent - Day - James Melvin | 1.00 | 3 | \$ 18,200 | \$ 54,600 |
| 6 | Project Superintendent - Night - TBD | 0.00 | 0 | \$ 18,200 | \$ - |
| 7 | Project Coordinator- Jacob Tibbs | 0.15 | 3 | \$ 8,800 | \$ 3,960 |
| 8 | Field Office (Trailer) | 0.25 | 3 | \$ 2,600 | \$ 1,950 |
| SUBTOTAL | | | | | \$ 92,400 |
| Construction Staff: Contract- Year 4 (8/20/22-8/19/23) | | | | | |
| 1 | Home Office Employees - Sines, Westcott, Martin | 0.15 | 0 | \$ 23,300 | \$ - |
| 2 | Sr. Project Manager - Jennifer Uman | 0.40 | 0 | \$ 18,400 | \$ - |
| 3 | Lead Superintendent - Gregory Bellamy | 0.33 | 0 | \$ 19,000 | \$ - |
| 4 | Asst. Project Manager - Nata Pemberton (Cooper) | 0.30 | 0 | \$ 12,000 | \$ - |
| 5 | Project Superintendent - Day (MGI TBD) | 1.00 | 0 | \$ 19,000 | \$ - |
| 6 | Project Superintendent - Night - James Melvin | 1.00 | 0 | \$ 19,000 | \$ - |
| 7 | Project Coordinator- (Cooper TBD) | 0.33 | 0 | \$ 9,200 | \$ - |
| 8 | Field Office (Trailer) | 0.33 | 0 | \$ 2,700 | \$ - |
| SUBTOTAL | | | | | \$ - |
| Construction Staff: Contract- Year 5 (8/20/23-8/19/24) | | | | | |
| 1 | Home Office Employees - Sines, Westcott, Martin | 0.15 | 0 | \$ 24,500 | \$ - |
| 2 | Sr. Project Manager - Jennifer Uman | 0.40 | 0 | \$ 19,300 | \$ - |
| 3 | Lead Superintendent - Gregory Bellamy | 0.33 | 0 | \$ 19,800 | \$ - |
| 4 | Asst. Project Manager - Nata Pemberton (Cooper) | 0.30 | 0 | \$ 12,600 | \$ - |
| 5 | Project Superintendent - Day (MGI TBD) | 1.00 | 0 | \$ 19,800 | \$ - |
| 6 | Project Superintendent - Night - James Melvin | 1.00 | 0 | \$ 19,800 | \$ - |
| 7 | Project Coordinator- (Cooper TBD) | 0.33 | 0 | \$ 9,600 | \$ - |
| 8 | Field Office (Trailer) | 0.33 | 0 | \$ 2,800 | \$ - |
| SUBTOTAL | | | | | \$ - |
| Close Out Staff: Contract- Year 1 & 2 (8/20/19-8/19/21) | | | | | |
| 1 | Home Office Employees - Sines, Westcott, Martin | 0.10 | 1 | \$ 21,150 | \$ 2,115 |
| 2 | Sr. Project Manager - Jennifer Uman | 0.15 | 1 | \$ 16,700 | \$ 2,505 |
| 3 | Lead Superintendent - Gregory Bellamy | 0.15 | 0 | \$ 17,400 | \$ - |
| 4 | Asst. Project Manager - Nata Pemberton (Cooper) | 0.20 | 1 | \$ 10,900 | \$ 2,180 |
| 5 | Project Superintendent - Day - James Melvin | 0.00 | 0 | \$ 17,400 | \$ - |
| 6 | Project Superintendent - Night - TBD | 0.00 | 0 | \$ 17,400 | \$ - |
| 7 | Project Coordinator- Jacob Tibbs | 0.15 | 1 | \$ 8,800 | \$ 1,320 |
| 8 | Field Office (Trailer) | 0.00 | 0 | \$ 2,500 | \$ - |
| SUBTOTAL | | | | | \$ 8,120 |
| TOTAL STAFF COSTS | | | | | \$ 123,845 |

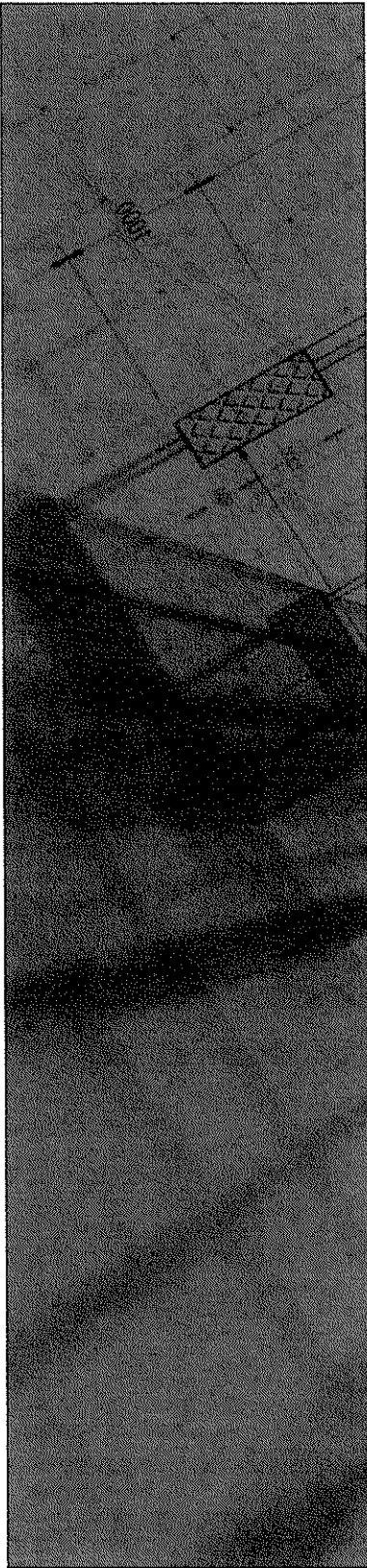
Assumptions and Clarifications



BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

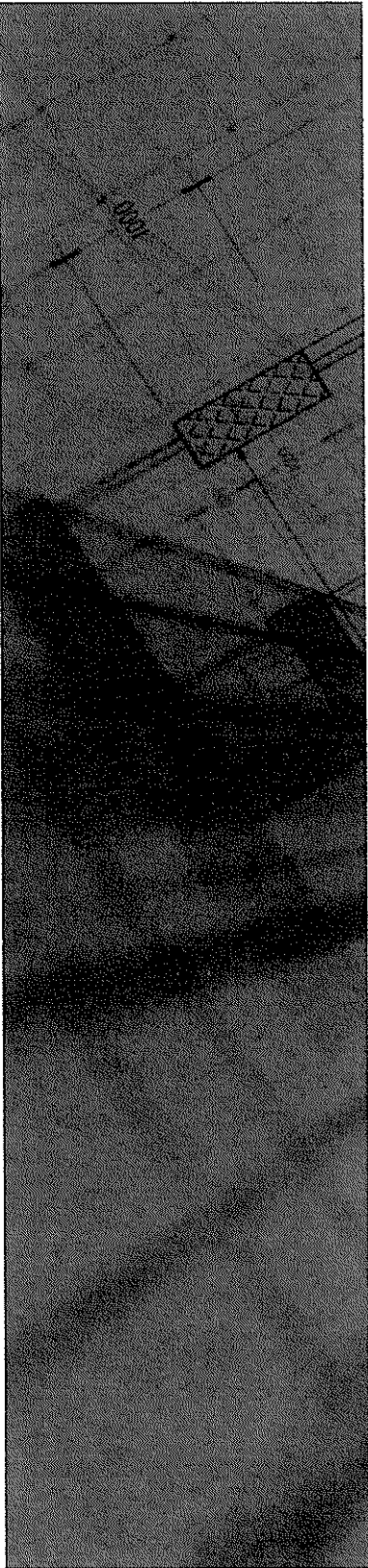
| Item | Div | Scope | Description |
|------|-----|----------------------------|---|
| 01 | 00 | Documents | The GMP includes the replacement of (2) fire pumps and associate electrical/concrete/paint scopes to facilitate the work, in accordance with permit drawings prepared by AECOM dated 07/10/20. |
| 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 214 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 an SBE subcontracting goal of 10%. |
| | | | The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP): |
| 13 | 00 | Paid by Owner | : 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 | 01 | Testing | Concrete testing is included as a reimbursable line item |
| 15 | 01 | Escalation | A budget of \$40,000.00 is included to offset price escalations instituted after the GMP is established. |
| 16 | 21 | Fire Pump- Lead Times | The GMP assumed the lead time for fire pump equipment to be 20 weeks. |
| 17 | 21 | Fire Pump- Temp Provisions | The GMP includes temporary fire pumps and temporary fire alarm infrastructure monitored by existing fire alarm system while existing services are offline |
| 18 | 33 | Fuel Cleaning | The GMP includes a \$6,000.00 budget for diesel fuel removal and tank cleaning by the Owner's fuel vendor. |

Construction Schedule



SECTION-7

*Drawing Log, Specification Log,
RFI Log*



SMC09- Fire Pump Replacement
Palm Beach County Department of Airports
6/24/2021

LIST OF DRAWINGS

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

COVER/GENERAL

- Cover COVER SHEET
- G-1 GENERAL NOTES, DRAWING INDEX, & SUMMARY OF QUANTITIES

| | | | | | |
|---------------------------------|--|--|--|--|--|
| PERMIT SUBMITTAL: 07/10/2020 | | | | | |
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FIRE PROTECTION

- FP-1 LEGEND, NOTES
- FP-2 DEMOLITION PLAN: BLDG 1475
- FP-3 NEW WORK PLAN: BLDG 1475
- FP-4 DEMOLITION PLAN: MAIN TERMINAL
- FP-5 NEW WORK PLAN: MAIN TERMINAL
- FP-6 PHOTOS: BLDG 1475
- FP-7 PHOTOS: MAIN TERMINAL

| | | | | | |
|---------------------------------|--|--|--|--|--|
| PERMIT SUBMITTAL: 07/10/2020 | | | | | |
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ELECTRICAL

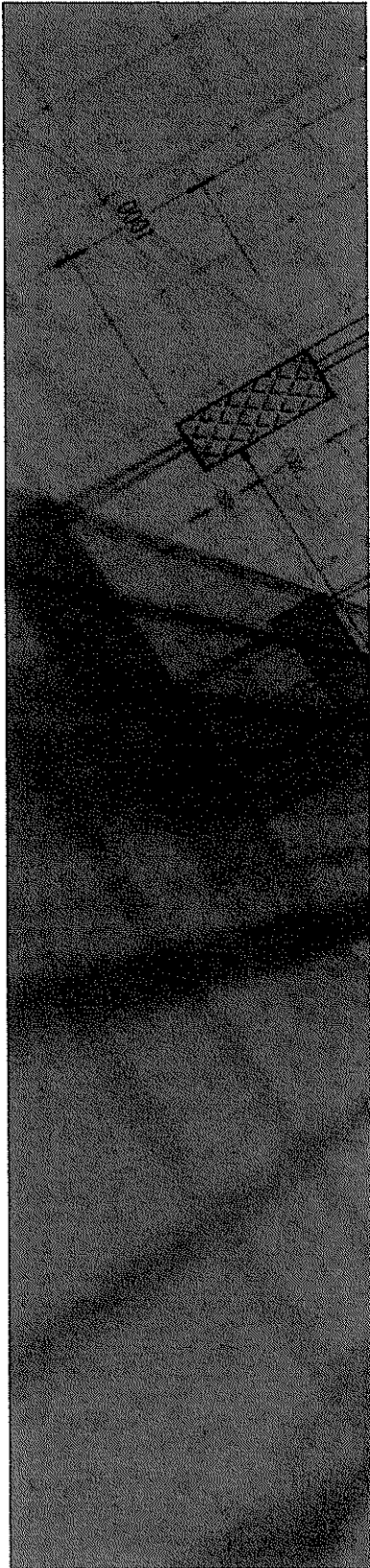
- E-1 ELECTRICAL GENERAL NOTES
- E-2 ELECTRICAL LEGEND
- E-3 ELECTRICAL KEY MAP
- E-4 TERMINAL FIRST LEVEL PLAN: SHEET 1
- E-5 TERMINAL FIRST LEVEL PLAN: SHEET 2
- E-6 DEMOLITION RISER DIAGRAMS
- E-7 MODIFIED RISER DIAGRAMS
- E-8 PLANS & SCHEDULES
- E-9 MODIFIED RISER DIAGRAMS: BLDG 1475
- E-10 DETAILS

LIST OF SPECIFICATIONS

| Permit Documents 07/10/20 | | | <u>SPECIFICATION</u> | <u>DESCRIPTION</u> |
|------------------------------|--|--|---------------------------|-----------------------------------|
| | | | <u>DIVISION 21</u> | <u>FIRE PROTECTION</u> |
| ● | | | 21 10 00 | FIRE SUPPRESSION SPRINKLER SYSTEM |
| ● | | | 21 30 00 | FIRE PUMPS |

| Permit Documents 07/10/20 | | | <u>DIVISION 26</u> | <u>ELECTRICAL</u> |
|------------------------------|--|--|--------------------|--|
| ● | | | 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 50 00 | LIGHTING |

SBE Bid Participation Summary



SBE Bid Participation Summary

| DIVISIONS & DESCRIPTION | BID AMOUNT | SBE | Selection Notes | Status |
|-----------------------------------|---------------|-----|-----------------|--|
| 03- Concrete Equipment Pads | | | | |
| Alen Construction | \$ 24,000.00 | Yes | | Selected as Qualified as Low Responsive Bidder |
| Benchmark 3 | \$ 13,862.00 | No | | Did not include full scope of work. |
| | | | | |
| 09- Painting | | | | |
| Alen Construction | \$ 11,200.00 | Yes | | Selected as Qualified as Low Responsive Bidder |
| Atlantic Interiors | \$ 13,184.00 | No | | Not selected |
| | | | | |
| 21- Fire Suppression & Fire Pumps | | | | |
| Sprinklermatic | \$ 262,888.00 | No | | Not selected |
| Polaris | \$ 267,510.00 | No | | Not selected |
| Johnson Controls | \$ 164,533.00 | No | | Selected as Qualified as Low Responsive Bidder |
| | | | | |
| 26A: Electrical/Fire Alarm | | | | |
| Stryker | \$ 292,380.00 | No | | Not selected |
| Devco | \$ 229,327.00 | No | | Not selected |
| Dato | \$ 153,500.00 | No | | Selected as Qualified as Low Responsive Bidder |
| | | | | |

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

**Zurich American Insurance Company
Everest Reinsurance Company**

June 29, 2021

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

**RE: SMC09 – Fire Pump Replacement
Contractor: The Morganti Group, Inc.
Bond No.: 9376542 / ES00008716**

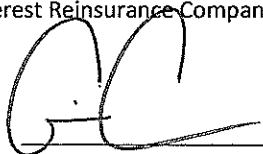
To Whom It May Concern:

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

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

Sincerely,

Zurich American Insurance Company
Everest Reinsurance Company

By: 

Gabriela Camacho, Attorney-in-Fact

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

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

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

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

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



ATTEST:

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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth 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 29th day of June, 2021.



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

Brian M. Hodges, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Sandra C. Lopes, Nicole Roy, Michael J. Cusack, John J. Gambino, , Natalie Coneys, Kathleen M. Flanagan, Jean M. Feeney, Laurie Rothwell, Nicholas Labbe, Richard A. Leveroni, Gabriela Camacho

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



N. Chase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company
A. Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins
Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 29th day of June 2021.

PUBLIC CONSTRUCTION BOND

BOND NUMBER 9376542 / ES00008716

BOND AMOUNT Six Hundred Five Thousand Nine Hundred Six and 00/100 Dollars (\$605,906.00)

CONTRACT AMOUNT Six Hundred Five Thousand Nine Hundred Six and 00/100 Dollars (\$605,906.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1662 North U.S. Highway 1, Suite C, Jupiter, FL 33469

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Zurich American Insurance Company / Everest Reinsurance Company

SURETY'S ADDRESS: 1299 Zurich Way, 5th Floor P.O. Box 830

Schaumburg, IL 60196 – 1056 Liberty Corner, NJ 07938 - 0830

SURETY'S PHONE: (847) 605-6000 (908) 604-3000

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

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

OWNER'S PHONE: (561) 471-7462

PROJECT NAME: SMC09 - Fire Pump Replacement

PROJECT NUMBER: SMC09

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

DESCRIPTION OF WORK: Replacement of two (2) fire pumps at Palm Beach International Airport

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

Six Hundred Five Thousand Nine Hundred Six and 00/100 Dollars (\$605,906.00)
(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: SMC09 - Fire Pump Replacement
Project No.: SMC09
Project Description: Replacement of two (2) fire pumps at PBI
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.

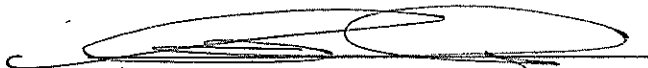
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of SMC09 - Fire Pump 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.



Witness

The Morganti Group, Inc.


Principal (Seal)

Lisa Rosales

Print Name

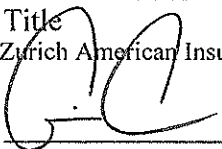
Stephen Sines, Vice President of Operations

Title

Zurich American Insurance Company / Everest Reinsurance Company

Jm M. Feeney

Witness



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

Brian M. Hodges, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Sandra C. Lopes, Nicole Roy, Michael J. Cusack, John J. Gambino, , Natalie Coneys, Kathleen M. Flanagan, Jean M. Feeney, Laurie Rothwell, Nicholas Labbe, Richard A. Leveroni, Gabriela Camacho

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company
Anthony Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins
Linda Robins, Notary Public

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

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

| REF DOC | APL/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 | SBE Commitment % | TOTNO CLOSED |
|---|--------------------------------|---|--------------------------------|----------|-----------------------------|-----------------------|----------------|----------------------------|------------------------------|----------------|--------------------|--------------|----------------|-------------------------------------|------------------|--------------|
| Amendment No 1 SMC-01 | 6% of which 4% MBE (AA and MA) | SMC 01 Terminal Condensations Phase 1 | 180 | 08/20 | 12/14/20 | 11/19/21 | \$1,300,500.00 | | | | | | \$1,300,500.00 | June 2, 2020 Board (12/20/20-0556) | | |
| | | SMC 01 | 0 | | 12/22/20 | 12/22/20 | | \$34,000.07 | \$42,000.07 | \$34,000.07 | \$34,000.07 | | | 11/12/21 Board Meeting 2021-0903 | | |
| | | CO NO 1 | 0 | | 12/22/20 | | | \$72,529.17 | \$72,529.17 | | | | \$72,529.17 | | | |
| | | CO NO 2 | 0 | | | | | (\$18,006.41) | | | | | | | | |
| | | Closeout | | | | | | | | | | | | | | |
| | | Total | | | | | | \$87,619.83 | | \$147,118.43 | | | | CRC 7/7/21 | | |
| Amendment No 2 SMC-02 | 20% | SMC 02 Wallis Road Improvements-Phase 1 | 100 | 7/14/20 | 10/21/20 | 11/20/20 | \$434,700.00 | | | | | | \$434,700.00 | June 16, 2020 Board (12/20/20-0604) | | |
| | | Closeout | | | | | | (\$42,400.07) | | \$192,299.93 | | | | | | |
| | | Total | | | | | | | | \$157,120.00 | | | | Approved 01/12/20 | | |
| WO SMC 03 | | SMC 03 Domestic Water Valve Replacement-Field Investigation | | | | | | | | | | | | | | |
| | | 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 | | | | | | | Approved on 9/11/2020 | | |
| | | Closeout | | | | | | (\$15,074.70) | | \$78,901.30 | | | | | | |
| | | Total | | | | | | | | \$78,901.30 | | | | | | |
| Amendment No 3 SMC 06 | 20% of which 5% is for M/WBE | SMC 05 Terminal Condensation Phase 2 | 376 | 11/30/20 | 12/01/21 | 1/9/22 | \$3,148,984.00 | | | | | | \$3,148,984.00 | 2020-1778 November 17, 2020 Board | | |
| | | Closeout | | | | | | | | | | | | | | |
| | | Total | | | | | | | | \$78,901.30 | | | | | | |
| Task Order SMC 06 | N/A under \$100K | SMC 06 Security Phase 2 -Continuum Upgrade | | 11/9/20 | | | \$97,530.00 | | | | | | | Approved by CRC on 11/04/2020 | | |
| | | Closeout | | | | | | | | | | | | | | |
| | | Total | | | | | | | | \$97,530.00 | | | | | | |
| SMC 07 Security Phase 3 -Replace 36 Cameras | | SMC 07 Security Phase 3 -Replace 36 Cameras | 60 | 11/9/20 | 1/7/21 | 2/5/21 | \$59,100.00 | | | | | | | Approved by the Dept on 10/20/2020 | | |
| | | Change Order No 1 | 57 | 3/9/21 | 4/4/21 | 4/4/21 | \$0.00 | | \$0.00 | | | | | | | |
| | | Closeout | | | | | | | | | | | | | | |
| | | Total | | | | | | | | \$99,100.00 | | | | | | |

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 | APL-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 | SBE Commitment % | TOWO CLOSED |
|--|--|----------------------|---------|---|--------------------------------|---------|-----------------------------|-----------------------|----------------|----------------------------|------------------------------|----------------|--------------------|--------------|--------------|-------------------------|------------------|-------------|
| Amendment No 4 | | SBE Price Preference | | SMC 08 Building 844 UPS Upgrade | 145 | 4/12/21 | 9/2/21 | 10/2/21 | \$438,131.00 | | | | | | | 4/6/21 Board R2021-0463 | | |
| | | | | Close-out | | | | | | | | \$438,131.00 | | | | | | |
| | | SBE 10% | | SMC 08 Fire Pump Replacement | | | | | 5095,906.00 | | | | | | | 8/17/21 Board Meeting | | |
| Amendment No 5 | | SBE Price Preference | | SMC 08 LTG 3 Structural Repair | 101 | 4/12/21 | 7/21/21 | 8/20/21 | \$221,117.00 | | | | | | | 4/6/21 Board R2021-0419 | | |
| | | | | Close-out | | | | | | | | \$221,117.00 | | | | | | |
| | | 20% | | SMC 11 Domestic Water Valve Replacement-Phase 2 | 101 | 4/12/21 | 7/21/21 | 8/20/21 | \$521,536.00 | | | | | | | On hold due to funding | | |
| Amendment No 6 | | 30% SBE | | First year time extension | | | | | | | | | | | | | | |
| | | | | Close-out | | | | | | | | \$0.00 | | | | | | |
| | | | | | | | | | \$7,020,892.00 | \$117,702.20 | | \$7,138,594.20 | \$144,584.01 | \$97,530.00 | | | \$5,035,713.17 | |

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

1 Approval Authority Time

Task Authorizations in excess of 90 days must be approved by the Board and do not count towards the Cumulative Limits
 Cumulative Value - Revised as of 8/26/21
 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 plus it in the excess category must be prepared and forwarded as a Receive and File item

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION
SMC09 Fire Pump Replacement

SOLICITATION/PROJECT/BID NAME: _____
 NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group
 CONTACT PERSON: Jennifer Uman
 SOLICITATION OPENING/SUBMITTAL DATE: 5/11/21

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC09
 ADDRESS: 1662 N US Hwy 1, Suite C, Jupiter, FL 33469
 PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com
 DEPARTMENT: Department of Airports

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

| Name, Address and Phone Number | (Check all Applicable Categories) | | | | | DOLLAR AMOUNT OR PERCENTAGE OF WORK | | | | Non-SBE Other (Please Specify) |
|--|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------------------|
| | Non-SBE | M/WBE | SBE Small Business | Minority/Women Business | Black | Hispanic | Women | Caucasian | | |
| 1. <u>Alen Construction</u> <u>5337 Orange Drive</u> <u>Davie, FL 33314</u> <u>954-252-1372</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>\$40,200.00</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <u>Johnson Controls</u> <u>1830 Park Lane South</u> <u>Jupiter, FL 33458</u> <u>561-277-4140</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>\$166,033.00</u> |
| 3. <u>Dato Electric</u> <u>901 SW 27th Ave</u> <u>Ft. Lauderdale, FL 33312</u> <u>305-883-7319</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>\$153,500.00</u> |
| 4. <u>Fuel Tank Treatment - TBD</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>\$6,000.00</u> |
| 5. _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(Please use additional sheets if necessary)

Total Bid Price \$ \$365,733.00

Total \$40,200.00
 Total SBE - M/WBE Participation \$40,200.00

Signature: Jennifer Uman
 Title: Sr Project Manager

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

- 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 SCHEDULE 1 CM Fees Only

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SMC09 Fire Pump Replacement

PBI 18-13 SMC09

SOLICITATION/PROJECT/BID NAME:

SOLICITATION/PROJECT/BID No.:

NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group

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

CONTACT PERSON: Jennifer Urman

PHONE NO.: 561-689-0200

E-MAIL: juman@morganti.com

SOLICITATION OPENING/SUBMITTAL DATE: 5/11/21

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 | Other (Please Specify) |
|---|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|------------------------|
| | Non-SBE | M/WBE | SBE | Minority/Women Business | Small Business | | |
| 1. Cooper Construction Mgmt 354 Hiatt Dr Palm Beach Gardens, FL 33418 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$22,921.00 | |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |

(Please use additional sheets if necessary)

Total Bid Price \$ 149,885.00

Total SBE, M/WBE Participation \$22,921.00

CM Fees Only

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

Jennifer Urman
Signature

Sr Project Manager
Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC09
 SOLICITATION/PROJECT NAME: SMC09 Fire Pump Replacement

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):

| | | |
|--|---|-----------------------------------|
| <u>Column 1</u> | <u>Column 2</u> | <u>Column 3</u> |
| <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 |
|-----------|------------------|------------|-----------------|---------------------------|------------------------|
| | Concrete | | | | \$29,000.00 |
| | Painting | | | | \$11,200.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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: \$40,200.00

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.

none Price or Percentage: none

Name of 2nd/3rd tier Subcontractor/subconsultant _____

The Morganti Group
 Print Name of Prime _____
 By: Jennifer Uman 6/30/21

 Authorized Signature
 Jennifer Uman
 Print Name _____
 Sr Project Manager
 Title _____
 Date: 6/30/21

Alen Construction
 Print Name of Subcontractor/subconsultant _____
 By: Ruben Alon

 Authorized Signature
 Ruben Alon
 Print Name _____
 President
 Title _____
 Date: 06/28/21

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 SMC09

SOLICITATION/PROJECT NAME: SMC09 Fire Pump Replacement

Prime Contractor: The Morganti Group Subcontractor: Johnson Controls

(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"/> 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 |
|-----------|---------------------------------|------------|-----------------|---------------------------|------------------------|
| | Fire Suppression and Fire Pumps | | | | \$166,033.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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: \$166,033.00

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.

Precision Pump

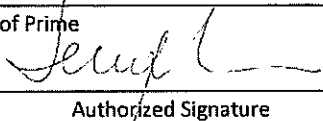
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: \$98,000.00

The Morganti Group

Print Name of Prime

By: _____



Authorized Signature

Jennifer Uman

Print Name

Sr Project Manager

Title

Date: 6/30/21

Johnson Controls

Print Name of Subcontractor/subconsultant

By: _____

Brian J. Grabenhorst

Digitally signed by Brian J. Grabenhorst
Date: 2021.06.29 08:53:10 -04'00'

Authorized Signature

Print Name

Title

Date: _____

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 SMC09

SOLICITATION/PROJECT NAME: SMC09 Fire Pump Replacement

Prime Contractor: The Morganti Group Subcontractor: Dato Electric

(Check box(s) that apply)

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

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

Column 1 **Column 2** **Column 3**

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

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 |
|-----------|-------------------------|------------|-----------------|---------------------------|------------------------|
| | Electric and Fire Alarm | | | | \$153,500.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

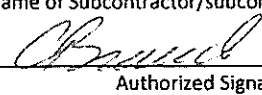
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$153,500.00

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: 6/30/21

Dato Electric
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Christopher M. Brand
 Print Name
President
 Title
 Date: 6/25/2021

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 SMC09
 SOLICITATION/PROJECT NAME: SMC09 Fire Pump Replacement

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"/> Supplier |
| | <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American | |

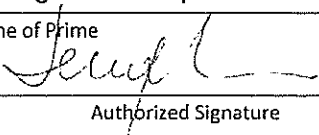
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or 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 |
|-----------|----------------------------|------------|-----------------|---------------------------|------------------------|
| | Construction Mgmt Services | | | | \$22,921.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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: \$22,921.00

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: 6/30/21

Cooper Construction Management
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Jackie W. Cooper, Jr.
 Print Name
 President
 Title
 Date: June 25, 2021

ATTACHMENT NO 2

DEPARTMENT OF AIRPORTS
 Miscellaneous Airport Improvements - CMR
 The Morganti Group
 PE NO. DOA 18-13
 SMIWBE CONTRACT PARTICIPATION

| ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal | REF DOC | API-OSB | DESCRIPTION | Work Order/Task Order | | | COOPER CMAR Fees | | | SBE/WBE SUBCONTRACTOR PARTICIPATION BREAKDOWN | | | | |
|--|------------------------------------|---------|---|-----------------------|----------------------------|----------------|--------------------|--------------------------|--------|---|--|---------------------|--------|--------|
| | | | | ORIGINAL AMOUNT | CHANGE ORDER OR ADJUSTMENT | REVISED AMOUNT | A Total CM Fees | B Cooper CM (AA) Fees | AA-% | G Total Subcontractor Value | J Total SMIWBE (Hidden columns D,E,G,H,I) | K % SMIWBE (J/C) | | |
| | | | | | | | | | | | | | Year 3 | Year 4 |
| Amendment No 1 SMC-01 | 18% of which 4% is SBE (AA and HA) | | SMC 01 Terminal Condensation Phase 1 | \$1,383,500.00 | | | \$331,284.00 | \$46,686.77 | 14.09% | \$951,386.00 | \$211,802.04 | | | 22.26% |
| | | | Approved Change Orders | | \$107,425.24 | | \$5,671.12 | \$767.33 | 13.53% | \$140,849.00 | \$17,005.09 | | | 12.07% |
| | | | Closeout | | (\$19,806.41) | | | | | | \$0.00 | | | 0.00% |
| | | | Total | | \$87,618.83 | \$1,471,118.83 | \$336,955.12 | \$47,454.10 | 14.08% | \$1,092,234.60 | \$228,807.13 | | | 20.95% |
| Amendment No 2 SMC-02 | 20% | | SMC 02 Wallis Road Improvements-Phase 1 | \$434,700.00 | | | \$123,009.00 | \$17,082.00 | | \$278,286.00 | \$74,246.00 | | | |
| | | | Closeout | | (\$42,460.67) | | | | | (\$17,233.28) | \$0.00 | | | |
| | | | Total | | (\$42,460.67) | \$392,239.33 | \$123,009.00 | \$17,082.00 | 13.89% | \$261,062.72 | \$74,246.00 | | | 28.44% |
| 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 | \$33,976.00 | | | \$21,946.00 | \$3,782.00 | | \$57,126.00 | \$0.00 | | | |
| | | | Closeout | | (\$15,074.79) | \$78,901.21 | \$21,946.00 | \$3,782.00 | 17.25% | (\$5,922.25) | \$0.00 | | | 0.00% |
| | | | Total | | (\$15,074.79) | \$78,901.21 | \$21,946.00 | \$3,782.00 | | \$51,263.75 | \$0.00 | | | 0.00% |
| Amendment No 3 SMC 05 | 20% of which 5% is for SMIWBE | | SMC 05 Terminal Condensation Phase 2 | \$3,148,984.00 | | | \$826,842.00 | \$89,310.00 | | \$2,315,102.00 | \$1,544,902.00 | | | |

DEPARTMENT OF AIRPORTS
 Miscellaneous Airport Improvements - CMR
 The Morganti Group
 PE NO: DOA 18-13
 S/WB/E CONTRACT PARTICIPATION

ORIGINAL CONTRACT
 R-2019-1221
 RESOLUTION NO 8/20/2019
 DATE APPROVED 15.00%
 SBE Goal

YEAR 1-2

YEAR 3

YEAR 4

YEAR 5

| REF DOC | API-GBC | DESCRIPTION | Work Order/Task Order | | | COOPER CMAR Fees | | | SBE/WB/E SUBCONTRACTOR PARTICIPATION-BREAKDOWN | | | |
|-------------------|----------------------|--|-----------------------|----------------------------|----------------|--------------------|--------------------------|-------------|--|--|------------------|--------|
| | | | ORIGINAL AMOUNT | CHANGE ORDER OR ADJUSTMENT | REVISED AMOUNT | A Total CM Fees | B Cooper CM (AA) Fees | AA-% | C Total subcontractor value | J Total SBE/WB/E (hidden columns D,F,G,H,I) | K % SBE (J/C) | |
| | | Closeout | | | | | | | | | | |
| | | Total | | \$0.00 | \$1,146,994.00 | | \$626,642.00 | \$89,210.00 | 14.26% | \$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 | \$97,630.00 | | | | \$33,055.00 | \$3,308.00 | | \$83,000.00 | \$0.00 | |
| | | Closeout | | | | | | | | | | |
| | | Total | | \$0.00 | \$97,630.00 | | \$33,055.00 | \$3,308.00 | 10.25% | \$83,000.00 | \$0.00 | 0.00% |
| | | SMC 07 Security Phase 3 - Replace 26 cameras | \$50,100.00 | | | | \$19,911.00 | \$2,617.00 | | \$33,230.00 | \$0.00 | |
| | | Closeout | | | | | | | | | | |
| | | Total | | \$0.00 | \$0.00 | | \$19,911.00 | \$2,617.00 | 13.84% | \$33,230.00 | \$0.00 | 0.00% |
| Amendment No 4 | SBE Price Preference | SMC 08 Building 846 UPS Upgrade | \$433,131.00 | | | | \$119,362.00 | \$17,797.00 | 14.91% | \$272,525.00 | \$0.00 | 0.00% |
| | | Closeout | | | | | | | | | | |
| | | Total | | \$0.00 | \$393,231.00 | | \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% |
| Amendment No 5 | SBE Price Preference | SMC 10 LTO 3 Structural repair | \$221,117.00 | | | | \$61,288.00 | \$9,227.00 | 15.06% | \$133,731.00 | \$2,040.00 | 1.99% |
| | | Closeout | | | | | | | | | | |
| | | Total | | \$0.00 | \$221,117.00 | | \$61,288.00 | \$9,227.00 | 15.06% | \$133,731.00 | \$2,040.00 | 1.99% |

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
 BGEX 0070121/1544

Fund 4111 Airport Improvement and Development Fund

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

| ACCT. NUMBER | ACCOUNT NAME | ADOPTED BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 07/01/2021 | REMAINING BALANCE |
|--|------------------------------|----------------|----------------|----------|----------|-----------------|---------------------------------------|-------------------|
| <u>Expenditures</u> | | | | | | | | |
| 121-A212-6211 | Building improvements | 1,537,853 | 2,084,118 | 605,906 | 0 | 2,690,024 | 978,712 | 1,711,312 |
| 121-A900-9909 | Reserves Improvement Program | 22,758,941 | 17,575,129 | 0 | 605,906 | 16,969,223 | 0 | 16,969,223 |
| Total Appropriations & Expenditures | | | | 605,906 | 605,906 | 0 | | |

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

By Board of County Commissioners
 At Meeting of _____
 August 17, 2021

Signatures _____ Date 7/13/21

Deputy Clerk to the
 Board of County Commissioners