

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$2,277,200	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	(\$910,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1,367,200	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4111 Department 121 Unit A407/A418 Object 6505
 Reporting Category _____

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

Approval of this item will result in capital expenditures of \$2,277,200, which is in the current budget. Unit A407 funds will be utilized first and the remaining will be expended from A418.

Amendment No. 10 will be partially offset in the amount of \$910,000 by grant funding from the Florida Department of Transportation, which was approved by the Board on 6/8/2021 in the amount of \$500,000. The Board approved an amendment and increase in the grant funding of \$410,000 on 2/1/2022.

C. Departmental Fiscal Review: Debbie Duncanson 6/15/23
 (Signature) (Date) (Initials) 6/15

III. REVIEW COMMENTS

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

ASD/OFMB 6/20/23 ESW 6-16-23 Contract Dev. and Control 6/22/23
 (Signature) (Date) (Signature) (Date) (Signature) (Date)

B. Legal Sufficiency:

Anne Helgert 6/23/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

**AMENDMENT NO. 10 TO THE CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
THE MORGANTI GROUP, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES
AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-3**

This Amendment No. 10 to the Contract is made as of the ____ day of _____, 2023, 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 US Highway 1, Suite C, Jupiter, Florida 33469.

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and **THE MORGANTI GROUP, INC.** dated January 15, 2019 (R-2019-0042) is in full force and effect and that this merely supplements said Contract; and

WHEREAS, on June 18, 2019, the County entered into Amendment #1 (R-2019- 0838) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on June 18, 2019, the County entered into Amendment #2 (R-2019-0839) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on January 7, 2020, the County entered into Amendment #3 (R-2020-0014) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on September 15, 2020, the County entered into Amendment #4 (R-2020-1336) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on December 8, 2020, the County entered into Amendment #5 (R-2020-1808) with the CONSTRUCTION MANAGER exercising the first one year renewal option and that this merely supplements said Contract; and

WHEREAS, on May 4, 2021, the County entered into Amendment #6 (R-2021-0605) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on December 7, 2021, the County entered into Amendment #7 (R2021-1784) with the CONSTRUCTION MANAGER exercising the second one year renewal option and that this merely supplements said Contract; and

WHEREAS, on December 20, 2022, the County entered into Amendment #8 (R-2022-1569) with the CONSTRUCTION MANAGER which included exercising the third and final one year renewal option and that this merely supplements said Contract; and

WHEREAS, on February 7, 2023, the County entered into Amendment #9 (R-2023-0214) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; 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 exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

(1) GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$2,277,200.00** for the construction costs for **Work Order MC 19: Landside Security Improvements at Palm Beach International Airport (PBI)**. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

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

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	240	\$1,000/ Cal Day
Final Completion	270	\$0/ Cal Day

(3) MODIFICATIONS TO CONTRACT

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

(4) ATTACHMENTS

Exhibit A Guaranteed Maximum Price
Appendix B State Contract Clauses

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

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

ATTEST:

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

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Anne Helgent
County Attorney

By: Lana Bels
Director of Airports

WITNESS:

**FOR CONSTRUCTION MANAGER
SIGNATURE**

CONSTRUCTION MANAGER:

[Signature]
Signature

[Signature]
Signature

Brent Martin
Name (type or print)

Stephen Sines
Name (type or print)

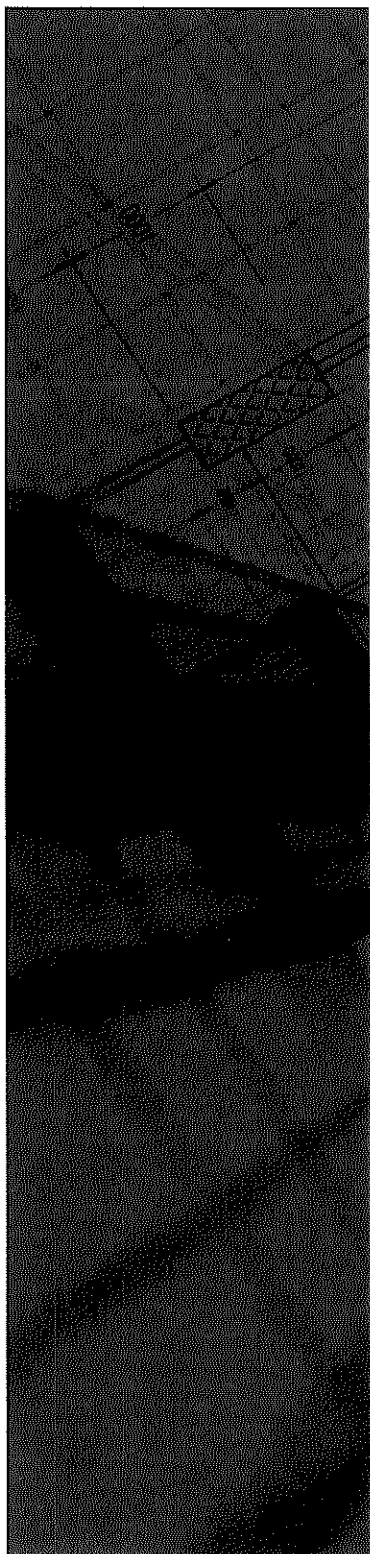
Vice President of Operations
Title

(Corporate Seal)

Exhibit “A”

- 1. GMP dated 6/7/2023**
- 2. Performance and Payment Bond(s)**
- 3. Contract History**

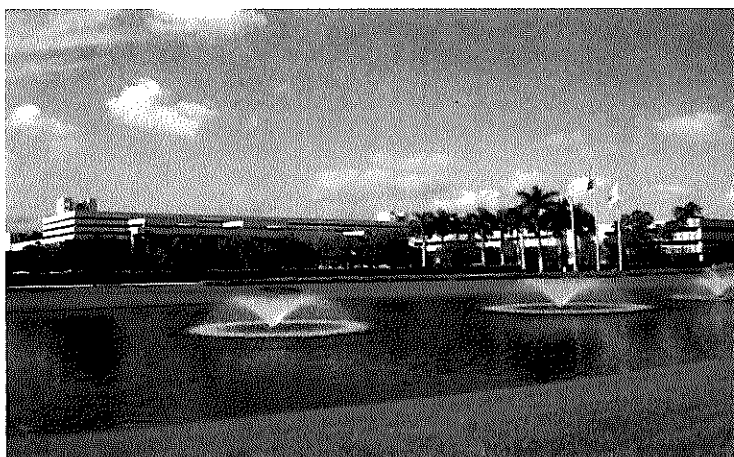
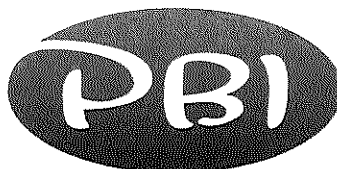
1. GMP dated 6/7/2023



MC19: Landside Security Improvements
Palm Beach County Department of Airports

Guaranteed Maximum Price
6/7/2023
FINAL

Palm Beach
INTERNATIONAL AIRPORT



MC19: Landside Security Improvements
Palm Beach County Department of Airports
6/7/2023

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 - Alternates Log List of Alternates for Owner's Approval	<i>INCLUDED</i>
9- DBE Bid Participation Summary Summary list of subcontractor bids received and DBE participation	<i>INCLUDED</i>

SECTION- 1

Guaranteed Maximum Price



**Palm Beach County Department of Airports
MC19: Landside Security Improvements**

Date: June 7, 2023
 Owner: Palm Beach County Department of Airports
 CM: The Morganti Group, Inc.
 Architect: AECOM

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

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
090000	Finishes	1	ls	\$ 25,000.00
260000	Electrical & Low Voltage	1	ls	\$ 1,434,401.20
	Subtotal: Division 1-33			\$ 1,459,401.20
	Reimbursable General Conditions	1.00	ls	\$ 20,260.00
	Subtotal			\$ 1,479,661.20
	General Liability Insurance	1.00	ls	\$ 35,881.00
	Builder's Risk Insurance	1.0000	ls	\$ 33,562.75
	Payment and Performance Bonds	0.0103	ls	\$ 23,456.00
	Subtotal			\$ 1,572,560.95
	Construction Contingency	2.00%	%	\$ 45,553.05
	Fee	5.00%	%	\$ 78,629.00
	Construction Staffing	1.00	ls	\$ 535,138.00
	Subtotal			\$ 2,231,881.00
	Material Cost Escalation Contingency	1.00%	%	\$ 22,772.00
	Subtotal			\$ 2,254,653.00
	Preconstruction Fee	1.00%	ls	\$ 22,547.00

TOTAL GMP \$ 2,277,200.00

Subcontractor Summary



Subcontractor Summary

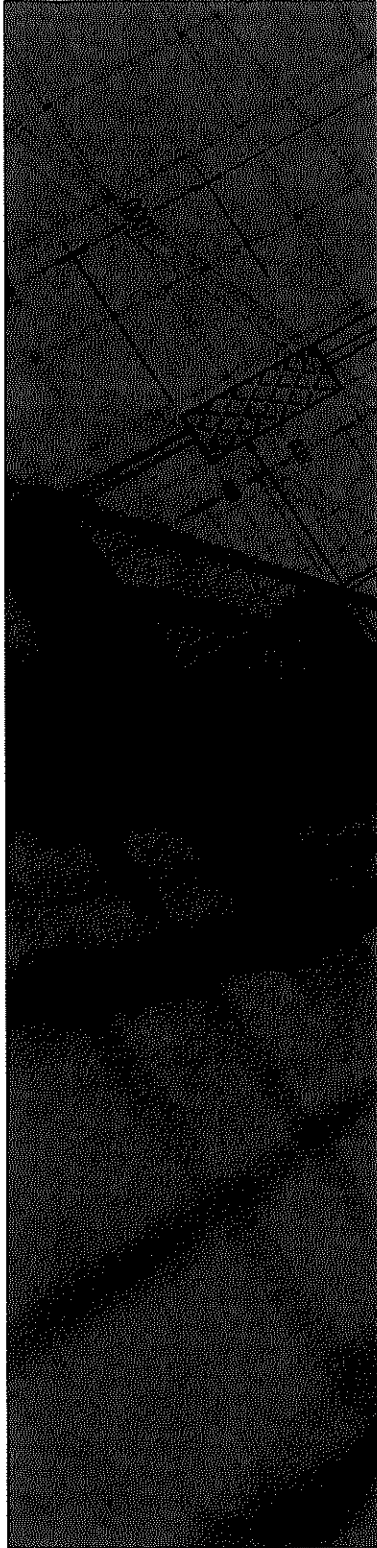
Bid Package	Description	Bidder	DBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
DIVISION 090000: Finishes						
9A	Painting	Budget	\$ -	\$ 15,000.00	NA	\$ 15,000.00
9B	Stucco Repair	Budget		\$ 10,000.00	NA	\$ 10,000.00
DIVISION 260000: Electrical						
26	Electrical	Stryker Electric	\$ 186,632.00	\$ 1,169,361.20	1, 2, 3	\$ 1,169,361.20
26	Electrical	Budget		\$ 225,000.00	NA	\$ 225,000.00
27	Genetec Licensing	Budget		\$ 40,040	NA	\$ 40,040.00
			\$ 186,632		Subtotal:	\$ 1,459,401.20

	DBE Participation Dollars	% of GMP
DBE Subcontractor Total:	\$ 186,632.00	8.20%
DBE Cooper %:	\$ 97,569.12	4.28%
DBE Total (12% of GMP Rqd):	\$ 284,201.12	12.48%

CM Fee	\$ 78,629.00
Construction Contingency	\$ 45,553.05
Material Cost Escalation Contingency	\$ 22,772.00
General Conditions	\$ 20,260.00
Staffing	\$ 535,138.00
Payment & Performance Bond	\$ 23,456.00
Builders Risk	\$ 33,562.75
GL Insurance	\$ 35,881.00
Preconstruction Fee	\$ 22,547.00

Total Guaranteed Maximum Price **\$ 2,277,200.00**

General Conditions



GMP GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	\$ Cost	Remarks
LAYOUT						
Independent Surveyor	-	-	ls.	-	\$ -	
Ground penetrating radar	-	-	ls.	-	\$ -	by trades
As-Built Survey	-	-	ls.	-	\$ -	by trades
TESTING AND COMMISSIONING						
Third Party Testing & Inspections			each	500.00	\$ -	
TEMPORARY FACILITIES						
Chemical Toilets - Contractor	1	25.0	wks	175.00	\$ 4,375.00	During Long Term Garage work only
Handwash Station - Contractor	1	25.0	wks	175.00	\$ 4,375.00	During Long Term Garage work only
TEMPORARY CONSTRUCTION						
Temporary Fence / 5'	-	-	mo.		\$ -	
Temporary Fence / 10' gate	-	-	each		\$ -	
Green screen	-	-	each		\$ -	
Water-filled Barricades - Rent	1	6.0	mo.	360.00	\$ 2,160.00	
Temporary Fence / Mob / Relocation	-	-	each		\$ -	
Temporary Fire Protection & Servicing	1	3.0	ea	300.00	\$ 900.00	
Job Signs	1	1.0	ls.	1,500.00	\$ 1,500.00	
CLEAN UP						
Final Cleaning	1	-	ls.	640.00	\$ -	
30 YD - Dumpster	1	8.0	ld.	650.00	\$ 5,200.00	
20 YD - Dumpster	1	-	ld.	550.00	\$ -	
SUPPLIES						
First Aid Supplies	1	6.0	mo.	50.00	\$ 300.00	
Safety Supplies (Non PPE)	1	6.0	mo.	50.00	\$ 300.00	
COVID- 19 Supplies	1	6.0	mo.	50.00	\$ 300.00	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1	2.0	set	150.00	\$ 300.00	
UTILITIES						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	By Owner, Use existing
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	By Owner, Use existing
EQUIPMENT						
Small Tools	1	1.0	ea.	300.00	\$ 300.00	
MISC. REQUIREMENTS						
Project Closeout	1	1.0	ls.	250.00	\$ 250.00	
SUB TOTAL GENERAL CONDITIONS					\$ 20,260.00	

SECTION- 4

Staffing



GMP STAFFING

Construction Staff: Contract- Year 5 (1/15/23-1/14/24) NTP thru 11/17/23					
		Utilization	Duration (mths)	Rate	Total
1	Home Office Employees - Sines, Martin, Freese	0.15	4	\$ 24,500	\$ 14,700
2	Sr. Project Manager - Jennifer Uman	0.45	4	\$ 19,300	\$ 34,740
3	Lead Superintendent - Gregory Bellamy	0.40	4	\$ 23,000	\$ 36,800
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.57	4	\$ 12,600	\$ 28,728
5	Project Superintendent - TBD	1.00	4	\$ 17,800	\$ 71,200
6	Project Coordinator- Brittany Crutcher	0.45	4	\$ 9,600	\$ 17,280
7	Field Office (Trailer)	0.20	4	\$ 2,800	\$ 2,240
SUBTOTAL					\$ 205,688
Construction Staff: Contract- Year 5 (1/15/23-1/14/24) 11/18/23 thru 3/12/24					
		Utilization	Duration (mths)	Rate	Total
1	Home Office Employees - Sines, Martin, Freese	0.15	4	\$ 24,500	\$ 14,700
2	Sr. Project Manager - Jennifer Uman	0.65	4	\$ 19,300	\$ 50,180
3	Lead Superintendent - Gregory Bellamy	0.65	4	\$ 23,000	\$ 59,800
4	Asst. Project Manager - Nata Pemberton (Cooper)	1.00	4	\$ 12,600	\$ 50,400
5	Project Superintendent - TBD	1.00	4	\$ 17,800	\$ 71,200
6	Project Coordinator- Brittany Crutcher	0.65	4	\$ 9,600	\$ 24,960
7	Field Office (Trailer)	0.50	4	\$ 2,800	\$ 5,600
SUBTOTAL					\$ 276,840
Closeout Staff: Contract- Year 5 (1/15/23-1/14/24)					
		Utilization	Duration (mths)	Rate	Total
1	Home Office Employees - Sines, Martin, Freese	0.15	1	\$ 24,500	\$ 3,675
2	Sr. Project Manager - Jennifer Uman	0.65	1	\$ 19,300	\$ 12,545
3	Lead Superintendent - Gregory Bellamy	0.65	1	\$ 23,000	\$ 14,950
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.50	1	\$ 12,600	\$ 6,300
5	Project Superintendent - TBD	1.00	0.5	\$ 17,800	\$ 8,900
6	Project Coordinator- Brittany Crutcher	0.65	1	\$ 9,600	\$ 6,240
7	Field Office (Trailer)	0.50	0	\$ 2,800	\$ -
SUBTOTAL					\$ 52,610
TOTAL STAFF COSTS:					\$ 535,138

**WORK ORDER MC 19: LANDSIDE SECURITY IMPROVEMENTS AT
PALM BEACH INTERNATIONAL AIRPORT**

SECTIONS 5, 6, 7 & 8

Pursuant to Florida Statutes Section 119.071(3), and due to the nature of the contents, there may be portions of these documents that are exempt from disclosure to the public. Please contact the Department of Airports prior to public release.

DBE Bid Participation Summary



Palm Beach County Department of Airports
 MC19: Landside Security Improvements
 THE MORGANTI GROUP INC.

SECTION- 9
 6/7/2023
 Guaranteed Maximum Price

DBE Bid Participation Summary

DIVISIONS & DESCRIPTION	BID AMOUNT	POST BID ADJUSTMENTS	TOTAL AMOUNT	DBE	ADDENDA			STATUS
					1	2	3	
26- Electrical								
Davco Electrical Contractors	\$ 2,306,104.00	\$ -	\$ 2,306,104.00	X	X	X	X	DBE included, Not Selected
Stryker Electric	\$ 2,086,530.00	\$ 24,867.50	\$ 2,111,397.50	X	X	X	X	DBE included, Selected

Note: Bid Amount includes Base Bid + Add Alt 1 + Add Alt 2

2. Performance and Payment Bond(s)

**Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Everest Reinsurance Company**

June 8, 2023

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

**RE: MC19 Landside Security Improvements
Contractor: The Morganti Group, Inc.
Bond No.: 107783227 / 9421646 / ES00014706**

To Whom It May Concern:

This correspondence will serve to confirm that Travelers Casualty and Surety Company of America, 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,

Travelers Casualty and Surety Company of America
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



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

POWER OF ATTORNEY


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

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



State of Connecticut

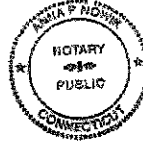
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 8th day of June, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**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 8th day of June, 2023.



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

Brian M. Hodges, Vice President

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

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

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

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

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

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

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President 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 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 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, 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, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 8th day of June 2023.



By: Nicole Chase, Assistant Secretary

CONTRACT PERFORMANCE BOND

BOND NUMBER: 107783227, 9421646, ES00014706

BOND AMOUNT: Two Million Two Hundred Seventy Seven Thousand Two Hundred and 00/100 Dollars (\$2,277,200.00)

CONTRACT AMOUNT: Two Million Two Hundred Seventy Seven Thousand Two Hundred and 00/100 Dollars (\$2,277,200.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1662 North US Hwy 1, Suite C
Jupiter, FL 33469

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Travelers Casualty and Surety Company of America / Zurich American Insurance Company / Everest Reinsurance Company

SURETY'S ADDRESS: Travelers - One Tower Square, Hartford, CT 06183
Zurich - 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
Everest - 100 Everest Way, Warren Corporate Center, Warren, NJ 07059

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: **Work Order MC19: Landside Security Improvements at Palm Beach International Airport (PBI)**

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

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

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

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

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

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

Two Million Two Hundred Seventy Seven Thousand Two Hundred and 00/100 Dollars (\$2,277,200.00)

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

WHEREAS,

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

Project Name: **Work Order MC19: Landside Security Improvements at Palm Beach International Airport (PBI)**

Project No.: **DOA 18-3 Work Order MC19**

Project Description: **Installation of CCTV cameras and associated infrastructure**

Project Location: **Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, Florida 33406**

in accordance with Design Criteria 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 dated _____, 20__ between Principal and County Palm Beach _____ Contract No. DOA 18-3 (MC19), the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

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

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

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

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

Nicole M. Callinan
Witness for the Principal
Nicole M. Callinan

PRINCIPAL:
The Morganti Group, Inc.
By: (Print) [Signature]
Signature
President + CEO
Title

(SEAL)

Address:
1662 North US Highway 1, Suite C
Jupiter, FL 33469

Laurie Rothwell
Witness for the Surety Laurie Rothwell

SURETY Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Everest Reinsurance Company
By: (Print) [Signature]
Signature
Gabriela Camacho, Attorney-in-Fact
FL Non-Resident License No. W570767
Title

Seal

Address
c/o Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor, Boston, MA 02110

CONTRACT PAYMENT BOND

BOND NUMBER: 107783227, 9421646, ES00014706

BOND AMOUNT: Two Million Two Hundred Seventy Seven Thousand Two Hundred and 00/100 Dollars (\$2,277,200.00)

CONTRACT AMOUNT: Two Million Two Hundred Seventy Seven Thousand Two Hundred and 00/100 Dollars (\$2,277,200.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1662 North US Hwy 1, Suite C
Jupiter, FL 33469

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Travelers Casualty and Surety Company of America / Zurich American Insurance Company / Everest Reinsurance Company

SURETY'S ADDRESS: Travelers - One Tower Square, Hartford, CT 06183
Zurich - 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
Everest - 100 Everest Way, Warren Corporate Center, Warren, NJ 07059

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: **Work Order MC19: Landside Security Improvements at Palm Beach International Airport (PBI)**

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

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

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

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

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

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

Two Million Two Hundred Seventy Seven Thousand Two Hundred and 00/100 Dollars (\$2,277,200.00)

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

WHEREAS,

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

Project Name: **Work Order MC19: Landside Security Improvements at Palm Beach International Airport (PBI)**

Project No.: **DOA 18-3 Work Order MC19**

Project Description: **Installation of CCTV cameras and associated infrastructure**

Project Location: **Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, Florida 33406**

in accordance with Design Criteria 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.

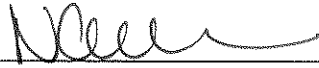
THE CONDITION OF THIS BOND is that if Principal:

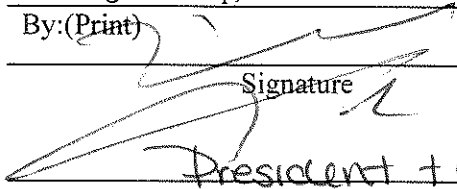
1. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 20____ between Principal and County for construction of _____* _____, Contract No. DOA 18-3 (MC19) _____, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and: * Landside Security Improvements
2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

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

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

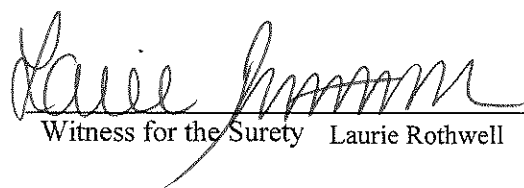
See Section 255.05(2) and 255.05(10), Florida Statutes as amended for the notice and time limitations for claimants.

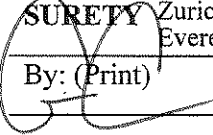

Witness for the Principal
Nicole M. Callahan

PRINCIPAL:
The Morganti Group, Inc.
By: (Print) _____

Signature
President + CEO
Title

(SEAL)
Address:
1662 North US Highway 1, Suite C

Jupiter, FL 33469


Witness for the Surety Laurie Rothwell

Travelers Casualty and Surety Company of America
SURETY Zurich American Insurance Company
Everest Reinsurance Company
By: (Print) _____

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

Title

Seal
Address
c/o Alliant Insurance Services, Inc.

131 Oliver Street, 4th Floor, Boston, MA 02110



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

POWER OF ATTORNEY


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

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



State of Connecticut

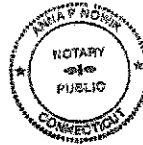
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

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

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

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

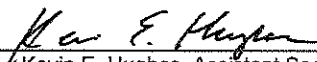
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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

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

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

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



ATTEST:

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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



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

Brian M. Hodges, Vice President

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

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

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

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

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

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

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President 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.

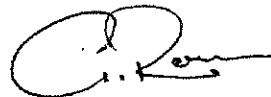
RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with 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 15th day of February 2023.

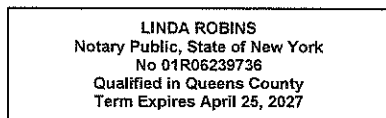


Everest Reinsurance Company

A handwritten signature in black ink, appearing to read "Anthony Romano".

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, 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.

A handwritten signature in black ink, appearing to read "Linda Robins".

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this ____ day of _____ 202__.

A handwritten signature in black ink, appearing to read "Nicole Chase".

By: Nicole Chase, Assistant Secretary

3. Contract History

DEPARTMENT OF AIRPORTS
 AIRPORT IMPROVEMENTS - CMAR FEDERAL CONTINUING CONTRACT
 THE MORGANTI GROUP INC.
 PB NO: DDA 18-3
 CONTRACT HISTORY


ORIGINAL CONTRACT		YEAR 1-2	1 st EXT YR 3	2 nd EXT YR 4	3 rd EXT YR 5										
RESOLUTION NO		R-2019-0042	R-2020-1808	R2021-1784	R2022-1569										
DATE APPROVED		1/15/2019	12/8/20	12/7/21	12/20/2022										
EXPIRATION		1/15/2021	1/15/2022	1/15/2023	1/15/2024										
REF DOC	FUNDING SOURCE	DESCRIPTION	TIME (Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	1 CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED
Task Order MC03	AIP ELIGIBLE - EXHIBIT A APPLIES	CC C Furniture Replacement - Preconstruction Services	80	4/18/19			\$27,066.00			\$27,066.00	\$27,066.00				
Amendment No 1 Work Order MC-06	AIP ELIGIBLE - EXHIBIT A APPLIES	Third Level Interior Improvements Phase 1B	180	6/24/19	12/20/19	1/19/20	\$874,831.00						\$874,831.00	June 18, 2019 Board Meeting (R-2019-0338)	
		CO No 1	0				\$47,132.34	\$47,132.34	\$47,132.34					Approved 7/30/19	
		CO No 2	30		12/20/19	2/19/20	\$41,800.81	\$48,100.51	\$41,800.81					Approved 1/10/2020	
		GMP Adjustments					(\$88,540.30)		\$895,123.55					Approved 8/23/2020	
Amendment No 2 Work Order MC03	AIP ELIGIBLE - EXHIBIT A APPLIES	CC C Furniture Replacement Construction Services	210	6/24/19	1/18/20	2/16/20	\$4,221,974.00						\$4,221,974.00	June 18, 2019 Board Meeting (R-2019-0338)	
		CO No 1 R/J DPO					(\$334,165.00)	(\$334,165.00)	(\$334,165.00)					Approved 9/27/19	
		CO No 2 ARCONAS_JCW DPO					(\$1,047,261.38)	(\$1,047,261.38)	(\$1,047,261.38)					Approved on 10/24/19	
		GMP Adjustments					(\$141,702.23)		\$2,698,445.29						CRC 12/18/2020
Amendment No 3 Work Order MC07	AIP ELIGIBLE - EXHIBIT A APPLIES	SARAs	150	1/29/20	6/26/20	7/26/20	\$870,239.00						\$870,239.00	10/7/19 Board Meeting (R-2020-0014)	
		CO No 1 MAMAVA	15				\$13,609.63	\$28,609.63						Approved on 3/30/2020	
		CO No 2 Covid-19 Assessment Centers	55		7/22/20	8/21/20	\$28,974.85		\$83,974.85					Approved by CRC on 7/15/2020	
		GMP Adjustments					(\$42,880.30)	(\$42,880.30)	\$869,973.18						CRC 7/7/2021
Task Order MC08	AIP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Additional Prison Services - Investigations and Documentation of Existing Conditions					\$34,792.00			\$34,792.00	\$34,792.00			Approved 8/27/19	
Work Order MC 09	AIP ELIGIBLE - EXHIBIT A APPLIES	Security Improvements at PBI	60	12/8/19	2/6/20	3/7/20	\$198,013.00						\$198,013.00	Approved 12/4/2019	
		CO no 1	30		3/7/20	4/6/20	\$17,809.80	\$47,809.80	\$17,809.80					Approved 3/30/2020	
		GMP Adjustments							\$216,822.80					Approved on 7/15/2020	Closed
Task Order MC-10	AIP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Prison Services					\$41,250.00			\$41,250.00	\$41,250.00			Approved 2/11/2020	
Work Order MC-12															
Work Order MC-14	Federal Care Act	Checkpoint C Modifications													

DEPARTMENT OF AIRPORTS
 AIRPORT IMPROVEMENTS - CHAR FEDERAL CONTINUING CONTRACT
 THE MORGANTI GROUP INC.
 PB NO: DDA 18-3
 CONTRACT HISTORY

ORIGINAL CONTRACT		YEAR 1-2	1 st EXT YR 3	2 nd EXT YR 4	3 rd EXT YR 5										
RESOLUTION NO		R-2019-0042	R-2020-1008	R2021-1784	R2022-1589										
DATE APPROVED		1/15/2019	12/8/20	12/7/21	12/20/2022										
EXPIRATION		1/15/2021	1/15/2022	1/15/2023	1/15/2024										
REF DOC	FUNDING SOURCE	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/NO CLOSED
Amendment No 4 Work Order MC-15	AIP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Construction	877	9/21/20	2/14/23		\$5,145,981.00						\$5,145,981.00	Approved 9/15/2020 R2020-1336	
		CO No 1	0					\$975,516.00	\$975,516.00				\$975,516.00	9/18/21 Board R2021-0725	
		CO No 2	0					\$343,870.39	\$343,870.39				\$343,870.39	Approved 2/01/2022 (R-2022-0098)	
		CO No 3	0					\$109,422.06	\$109,422.06				\$109,422.06	Approved on 3/22/22 R-2022-0236	
		CO No 4	0					\$302,294.97	\$302,294.97	\$9,877,084.42			\$302,294.97	Approved on 10/18/22 R-2022-1199	
Amendment No 5		First one year renewal option											\$0.00	Approved 12/8/20 R2020-1806	
Amendment No 6 Work Order MC-11	FDOT	ARFF Roof Repairs	98	5/8/21	8/3/21	9/8/21	\$490,813.00						\$490,813.00	Approved 8/4/21 R2021-0605	
		CO No 1	22		8/12/21	9/30/21									
		GMP Adjustments						-\$71,850.25		\$418,962.75					CRC approved 12/8/21
Amendment No 7		Second one year option											\$0.00	12/7/21 Board (R2021-1784)	
Task Order MC -17	FDOT	New ARFF Facility-Pracon					\$84,000.00						\$84,000.00		
										\$84,000.00					
MC 17 WO ARFF		New ARFF Construction													
Amend No 8 WO MC-02	FDOT	LNA NEC Corrections (inc 3rd year extension)	166	12/28/22	8/11/23	7/11/23	\$479,604.00							12/20/22 Board (R2022-1589)	
										\$479,604.00					

DEPARTMENT OF AIRPORTS
 AIRPORT IMPROVEMENTS - CMAR FEDERAL CONTINUING CONTRACT
 THE MORGANTI GROUP INC.
 PB NO: DOA 18-3
 CONTRACT HISTORY

ORIGINAL CONTRACT		YEAR 1-2	1 st EXT YR 3	2 nd EXT YR 4	3 rd EXT YR 5										
RESOLUTION NO		R-2019-0042	R-2020-1808	R2021-1784	R2022-1569										
DATE APPROVED		1/15/2019	12/8/20	12/7/21	12/20/2022										
EXPIRATION		1/15/2021	1/15/2022	1/15/2023	1/15/2024										
REF DOC	FUNDING SOURCE	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/VO CLOSED
Amend No 9 WO MC-16	FDOT	Terminal Roof Improvements	429	2/13/23	4/16/24	5/16/24	\$8,422,400.00						\$8,422,400.00	2/7/23 Board Meeting	
										\$8,422,400.00					
Task Order Pre-con MC-18	PFC/FDOT/possibly BIL?	Pre-Conditioned Air					\$41,250.00			\$41,250.00		\$41,250.00			Executed 11/02/22
Total							\$23,631,667.18	\$174,126.81	\$683,453.87	\$23,805,793.99	-\$1,046,505.73	\$198,013.00	\$24,457,041.42		

Notes:
 Closed-out projects: 
 Items In Blue are Staff
 Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking
 Document Authority
 Task Order Lead Dept
 Task Order CRC
 Amendment BCC

Approval Authority
 CO Value
 \$0-\$0,000
 \$00,001-\$50,000
 >\$50,001

Change CO Value
 See Note 1
 See Note 1
 See Note 1

Authority
 Lead Dept
 CRC
 BCC

Days
 0-30 days
 31-90
 120

Authority
 Lead Dept
 CRC
 BCC

Cumulative Days up to 90
 Individual Days up to 90
 See note 2

Time Extensions in excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit

Cumulative Value - Revisit as of 2/04/16

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

2 When the cumulative time extensions approved by a combination of the Lead Dept and the CRC exceeds 120 Cal Days then 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

*Time must also be evaluated based on value of LD's for projects over \$1,000,000. The value of the time extension is not included when calc the cumulative value

Appendix “B”

State Contract Clauses

**APPENDIX B
STATE CONTRACT CLAUSES**

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

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

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

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

Contractor shall include the aforementioned provision in all subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. **Disadvantaged Business Enterprise Participation Goal.**

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

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

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

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

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

F. DBE Substitution/Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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