

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

Meeting Date: July 11, 2023

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) Amendment No. 12 to the Construction Manager (CM) at Risk Contract (Contract) with The Morganti Group, Inc. (MGI) for CM at Risk Services for Miscellaneous Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$1,113,000 and 182 Calendar Days for Work Order SMC 18: Domestic Water Valve Replacement Phase 2 at Palm Beach International Airport (PBI); and


(B) A Budget Transfer of \$1,113,000 in the Airport's Improvement and Development Fund.

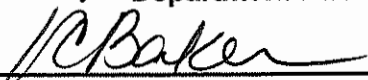
Summary: The Contract with MGI for CM at Risk Services for Miscellaneous Airport Improvements for the Department was approved by the Board on August 20, 2019 (R-2019-1221). The Contract is for 2 years with 3 one (1) year renewal options and is a task/work order based contract for CM at Risk services for the Department. MGI is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. This solicitation for CM contractors was advertised on September 23, 2018 according to the Small Business Enterprise (SBE) Ordinance in place at the time, with a 15% SBE goal. MGI is on notice that all Guaranteed Maximum Price (GMP) issued pursuant to this contract will be subject to the requirements of the Equal Business Opportunity (EBO) Ordinance, including requesting Affirmative Procurement Initiatives (API's) be set prior to bidding the subcontracts. MGI along with their S/MBE teaming partner Cooper Construction Management and Consulting, Inc. (Cooper) were one of two firms selected to provide project management and construction supervision services. The Contract value to date is \$8,182,999.70. The County exercised the first one (1) year renewal option on August 17, 2021 (R-2021-1023). The County exercised the second one (1) year renewal option on July 12, 2022 (R-2022-0677). The County exercised the third and final one (1) year renewal option on June 13, 2023. Approval of Amendment No. 12 in the amount of \$1,113,000 and 182 Calendar Days will enable MGI to complete SMC 18: Domestic Water Valve Replacement Phase 2 at PBI. This project includes replacement of 70 water valves throughout the terminal including removal and replacement of ceilings to access the work areas. The project is phased and was first presented to the Goal Setting Committee on July 1, 2020. An Affirmative Procurement Initiatives (API's) of 20% SBE participation was applied. The subcontractor SBE participation on this project is 26.95%. In addition, MGI's S/MBE teaming partner, Cooper, will provide 15% of the Construction Management Fees. Current cumulative subcontractor S/M/WBE participation for all work orders to-date under this contract including this amendment is 41%. Pursuant to changes to Chapter 332, Florida Statutes, effective July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of \$1,000,000 on a consent agenda. This amendment exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: (Continued on Page 3)

Attachments:

1. Amendment No. 12 to CM at Risk Contract with MGI (w/Contract History) – (3 originals)
2. OEBO Schedules
3. Budget Transfer

Recommended By:  6-15-23
Department Director Date

Approved By:  6/20/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$1,113,000				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,113,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4111 Department 121 Unit A212-464 Object 6211
 Reporting Category _____

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

This item increases the budget for the above project. Funds will be transferred from Reserves.

C. Departmental Fiscal Review: Debbie Duncanson 6/1/23
 (Edw) 6-1

III. REVIEW COMMENTS

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

ASDelle 6/12/23 WF 6/9/23
 OFMB
 Edw 6-12-23
Sh. J. Lawrence 6/12/23
 Contract Dev. and Control
 TA 6/12/23

B. Legal Sufficiency:

Anne Delgado 6/16/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

(Continued from Page 1)

Background and Policy Issues: The existing domestic water valves throughout the terminal are nearing the end of their useful life and have been programmed to be replaced. The first phase included replacement of 13 valves that were considered a priority due their location and impacts to the facility during construction. This work order will include replacing 70 valves in addition to removal and replacement of ceilings to access the work areas. The work will be completed at night to minimize disruption to the tenants and passengers. Builder's Risk insurance for this work will be provided by the contractor prior to the start of construction.

**AMENDMENT NO. 12 TO THE CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
THE MORGANTI GROUP, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES
MISCELLANEOUS AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-13**

This Amendment No. 12 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 U.S. Highway 1, Suite C, Jupiter, FL 33469.

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

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

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

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

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

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

WHEREAS, on August 17, 2021, the County entered into Amendment #6 (R-2021-1023) with the CONSTRUCTION MANAGER exercising the first one (1) year renewal option and that this merely supplements said Contract; and

WHEREAS, on August 17, 2021, the County entered into Amendment #7 (R-2021-1161) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on December 21, 2021, the County entered into Amendment #8 (R-2021-1951) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on April 12, 2022, the County entered into Amendment #9 (R-2022-0373) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on July 12, 2022, the County entered into Amendment #10 (R-2022-0677) with the CONSTRUCTION MANAGER exercising the second one (1) year renewal option and that this merely supplements said Contract; and

WHEREAS, on June 13, 2023, the County entered into Amendment #11 (R-2023-) with the CONSTRUCTION MANAGER exercising the third one (1) year renewal option and that this merely supplements said Contract; and

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

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

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

(1) 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 **\$1,113,000.00** for the construction costs for **Work Order SMC 18: Domestic Water Valve Replacement-Phase 2 at Palm Beach International Airport.**

(2) SCHEDULE OF TIME FOR COMPLETION

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

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	152	\$1,000/ Cal Day
Final Completion	182	\$0/ Cal Day

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

(4) Attachments Exhibit A

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

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 Helgert
County Attorney

By: Laura Burke
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:

Andrew Hise
Signature

[Signature]
Signature

Felvia Suzanne Madona Hise
Name (type or print)

Stephen Sines
Name (type or print)

Vice President of Operations
Title

(Corporate Seal)

EXHIBIT A

GMP

Construction Bond

**Guaranteed Maximum Price
(GMP)**

SMC18 Domestic Water Valve Replacement

Phase 2

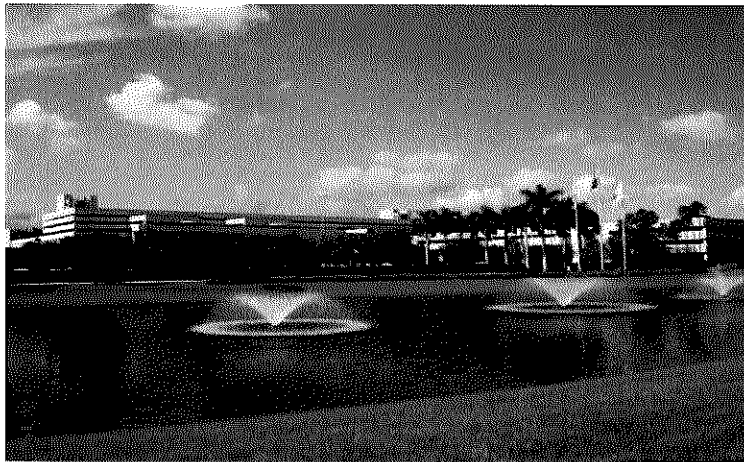
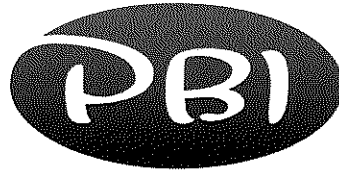
Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)

5/23/2023

FINAL

Palm Beach
INTERNATIONAL AIRPORT



SMC18 Domestic Water Valve Replacement Phase 2

Palm Beach County Department of Airports

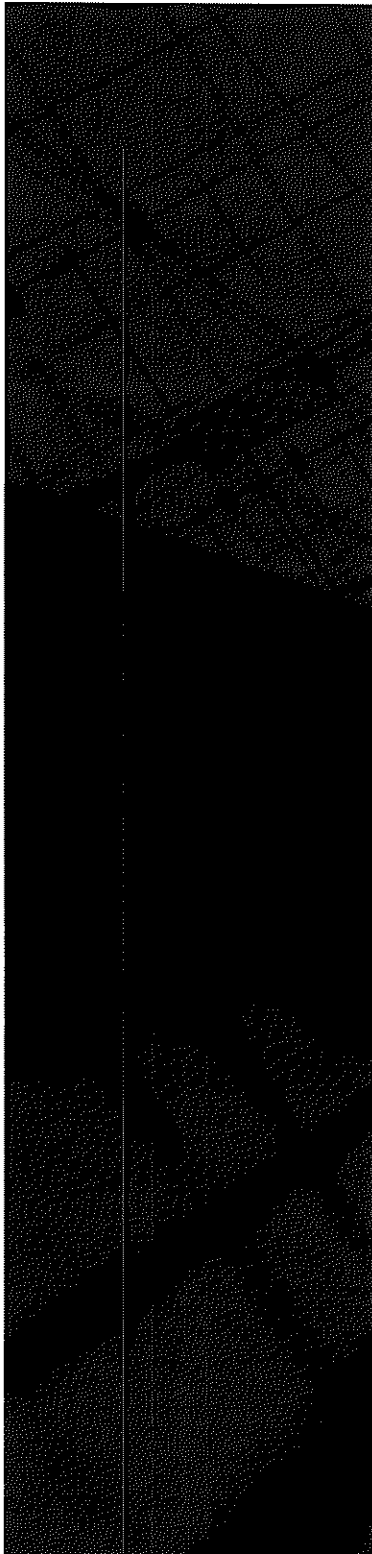
5/23/2023

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

SECTION-1

Guaranteed Maximum Price



SMC18 Domestic Water Valve Replacement Phase 2
Palm Beach County Department of Airports
5/23/2023

Palm Beach County Department of Airports

SMC18 Domestic Water Valve Replacement Phase 2

Date: May 23, 2023
 Owner: Palm Beach County Department of Airports
 CM: The Morganti Group, Inc.
 Architect: AECOM

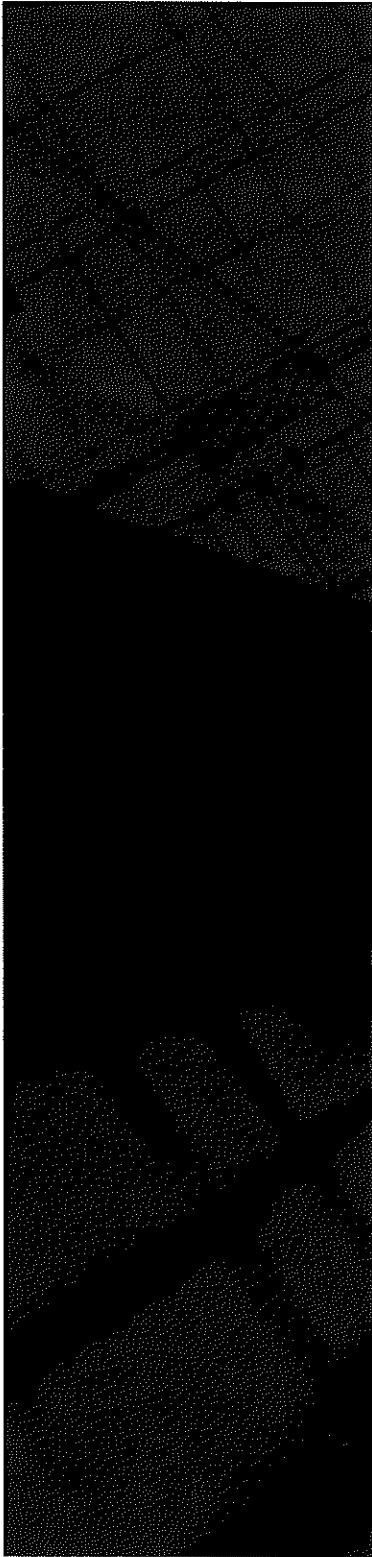
**FINAL****Guaranteed Maximum Price**

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
90000	Finishes	1	ls	\$ 205,054.00
220000	Plumbing	1	ls	\$ 540,930.00
230000	Mechanical/Electrical Budget	1	ls	\$ 15,000.00
	Subtotal: Division 1-33			\$ 760,984.00
	Reimbursable General Conditions	1.00	ls	\$ 6,330.00
	Subtotal			\$ 767,314.00
	General Liability Insurance	1.00	ls	\$ 17,582.00
	Builder's Risk Insurance	1.00	ls	\$ 7,326.00
	Payment and Performance Bonds	0.0103	ls	\$ 11,464.00
	Subtotal			\$ 803,686.00
	Construction Contingency	1.00	ls	\$ 40,000.00
	Fee	5.00%	%	\$ 40,185.00
	Construction Staffing	1	ls	\$ 213,109.00
	Subtotal			\$ 1,096,980.00
	Material Cost Escalation Contingency	1.00	ls	\$ 5,000.00
	Subtotal			\$ 1,101,980.00
	Preconstruction Fee	1.00%	ls	\$ 11,020.00

TOTAL GMP **\$ 1,113,000.00**

SECTION- 2

Subcontractor Summary



SMC18 Domestic Water Valve Replacement Phase 2
Palm Beach County Department of Airports
5/23/2023

Subcontractor Summary

Bid Package	Description	Bidder	SBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
DIVISION 090000: Finishes						
9A	Finishes	Atlantic Interior Services Inc.	\$ 205,054	\$ 205,054	\$ 1	\$ 205,054
DIVISION 220000: Plumbing						
22A	Plumbing	Anchor Mechanical	\$ -	\$ 540,930	\$ 1	\$ 540,930
DIVISION 230000: Mechanical/Electrical						
23X	Mechanical/Electrical Budget	TBD	\$ -	\$ -	\$ 1	\$ 15,000
			\$ 205,054		Subtotal:	\$ 760,984.00

	SBE Participation Dollars	% of Bid Work
SBE Subcontractor Total:	\$ 205,054	26.95%
SBE Cooper %:	\$ 39,931	15.11%

CM Fee	\$ 40,185.00
Construction Contingency	\$ 40,000.00
Material Cost Escalation Contingency	\$ 5,000.00
General Conditions	\$ 6,330.00
Staffing	\$ 213,109.00
Payment & Performance Bond	\$ 11,464.00
Builders Risk	\$ 7,326.00
GL Insurance	\$ 17,582.00
Preconstruction Fee	\$ 11,020.00

Total Guaranteed Maximum Price \$ 1,113,000.00

SECTION- 3

General Conditions



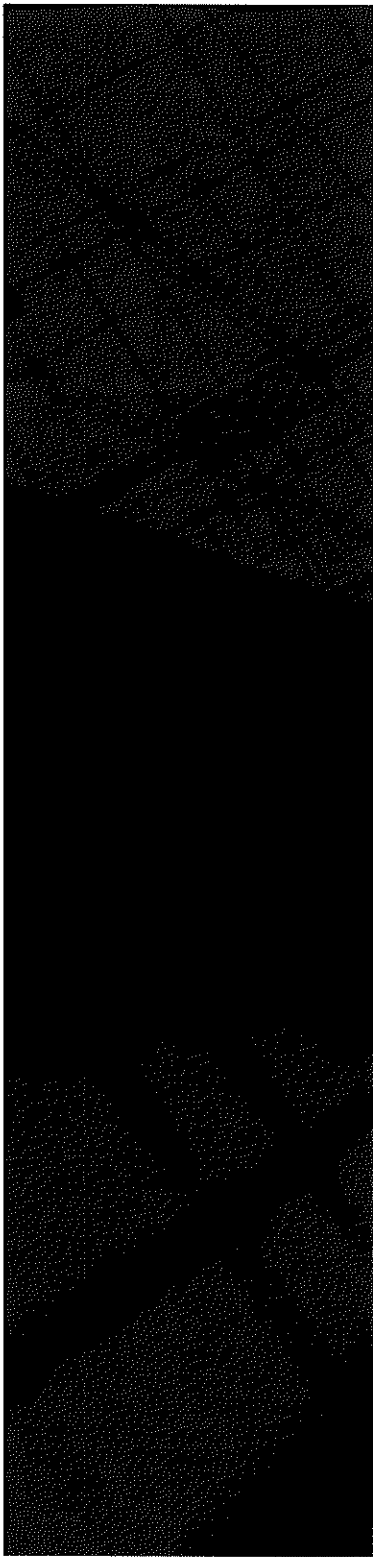
SMC18 Domestic Water Valve Replacement Phase 2
Palm Beach County Department of Airports
5/23/2023

GMP GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	\$ Cost	Remarks
LAYOUT						
Layout Partitions			ls.		\$ -	
Independent Surveyor	-	-	sf.		\$ -	
Ground penetrating radar	-	-	ls.	-	\$ -	
As-Built Survey	-	-	ls.	-	\$ -	
TESTING AND COMMISSIONING						
Third Party Testing & Inspections	1	-	ls.		\$ -	
TEMPORARY FACILITIES						
Chemical Toilets - Contractor	1		mo.	125.00	\$ -	
TEMPORARY CONSTRUCTION						
Temporary Fence / 6' Windscreen w gate- Rent	1	-	lf.	13.00	\$ -	
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$ -	
Temporary Fire Protection	1		ea	200.00	\$ -	
Job Signs	1	2.00	ls.	1,500.00	\$ 3,000	
Laydown Area: Fence	1		lf.	13.00	\$ -	
Laydown Area: Stabilization	1		sf	2.50	\$ -	
Laydown Area: Sod Restoration	1		sf	0.40	\$ -	
CLEAN UP						
Final Cleaning	1		ls.	640.00	\$ -	
10 YD - Dumpster	1	3.0	ld.	600.00	\$ 1,800	
10 YD - Tip Dumpster	1		ld.	350.00	\$ -	
SUPPLIES						
First Aid Supplies	1	3.0	mo.	50.00	\$ 150	
Safety Supplies (Non PPE)	1	3.0	ea.	50.00	\$ 150	
COVID- 19 Supplies	1	3.0	ea.	150.00	\$ 450	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1	1.0	set	200.00	\$ 200	
UTILITIES						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	
EQUIPMENT						
Small Tools	1	0.5	ea.	760.00	\$ 380	
MISC. REQUIREMENTS						
Project Closeout	1	0.5	ls.	400.00	\$ 200	
SUB TOTAL GENERAL CONDITIONS					\$ 6,330	

SECTION- 4

Staffing



GMP STAFFING

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
Construction Staff: Contract- Year 4 (8/20/22-8/19/23)					\$ -
1	Home Office Employees - Sines, Martin, Neese	0.10	1	\$ 23,300	\$ 2,330.00
2	Sr. Project Manager - Jennifer Uman	0.21	1	\$ 18,400	\$ 3,864.00
3	Lead Superintendent - Gregory Bellamy	0.25	1	\$ 19,000	\$ 4,750.00
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.43	1	\$ 12,000	\$ 5,160.00
5	Project Superintendent - Night - TBD	1.00	1	\$ 19,000	\$ 19,000.00
6	Project Superintendent - Day - Not used	0.00	0	\$ 19,000	\$ -
7	Project Coordinator- Brittany Crutcher	0.20	1	\$ 9,200	\$ 1,840.00
8	Field Office (Trailer)	0.30	1	\$ 2,700	\$ 810.00
9	Field Office move in/set up/move out	0.00	0	\$ 3,600	\$ -
SUBTOTAL					\$ 37,754.00
ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
Construction Staff: Contract- Year 5 (8/20/23-8/19/24)					\$ -
1	Home Office Employees - Sines, Martin, Freese	0.10	4	\$ 24,500	\$ 9,800.00
2	Sr. Project Manager - Jennifer Uman	0.20	4	\$ 19,300	\$ 15,440.00
3	Lead Superintendent - Gregory Bellamy	0.25	4	\$ 19,800	\$ 19,800.00
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.43	4	\$ 12,600	\$ 21,672.00
5	Project Superintendent - Night - TBD	1.00	4	\$ 19,800	\$ 79,200.00
6	Project Superintendent - Day - Not used	0.00	0	\$ 19,800	\$ -
7	Project Coordinator- Brittany Crutcher	0.20	4	\$ 9,600	\$ 7,680.00
8	Field Office (Trailer)	0.30	4	\$ 2,800	\$ 3,360.00
9	Field Office move in/set up/move out	0.00	0	\$ 3,900	\$ -
SUBTOTAL					\$ 156,952.00
Construction Staff: Contract- Year 5 (8/20/23-8/19/24)					
1	Home Office Employees - Sines, Martin, Freese	0.10	0.5	\$ 24,500	\$ 1,225.00
2	Sr. Project Manager - Jennifer Uman	0.30	0.5	\$ 19,300	\$ 2,895.00
3	Lead Superintendent - Gregory Bellamy	0.25	0.5	\$ 19,800	\$ 2,475.00
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.43	1	\$ 12,600	\$ 5,418.00
5	Project Superintendent - Night - RBD	0.50	0.5	\$ 19,800	\$ 4,950.00
6	Project Superintendent - Day - Not used	0.00	0	\$ 19,800	\$ -
7	Project Coordinator- Brittany Crutcher	0.30	0.5	\$ 9,600	\$ 1,440.00
8	Field Office (Trailer)	0.30	0	\$ 2,800	\$ -
SUBTOTAL					\$ 18,403.00
TOTAL STAFF COSTS:					\$ 213,109.00

Assumptions and Clarifications



BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

Item	Div	Scope	Description
01	00	Documents	The GMP includes replacement of 70 domestic water valves, new valve tags for an additional 117 water valves, associated removal/replacement of ceilings to access the work areas, and installation of ceiling access panels for permanent code-compliant access, in accordance with the Bid Set drawings prepared by AECOM dated 9/22/22.
02	00	Temp Water	Temporary water for construction use will be sourced from a hose bib located near the work area.
03	00	Temp Power	Temporary lighting and power will utilize the existing circuits.
04	00	Existing	GMP does not include repairs for any damaged existing conditions that are encountered within areas not included in the project area.
05	00	COVID- 19	The GMP is based on current market rates and availability of labor and materials Due to the uncertainty of future markets and work restrictions due to the COVID -19 pandemic, future prices, labor and material availability cannot be guaranteed.
06	00	Schedule	The GMP is based on a 152 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.
07	00	Working Hours	The working hours for this project are 7pm to 330am
08	00	Davis Bacon	GMP does not include Davis Bacon Wages or Certified payroll.
09	00	Buy American	GMP does not include Buy American requirements.
10	00	PBC Living Wage	GMP includes a Palm Beach County Living Wage minimum of \$13.67 through Sept 30, 2023.
11	00	DBE Goal	GMP does not include a DBE goal.
12	00	SBE Goal	GMP includes 26.95 % SBE participation
13	00	Paid by Owner	The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP): : Permit Fees, inspection fees, and utility connection fees : Contract Document Revisions required by Governing Authorities : Materials testing; costs for tests that fail will be paid by the responsible Subcontractor : Hazardous materials testing and abatement
14	01	Escalation	A Cost Escalation Owner Contingency of \$5,000.00 is included to offset price escalations instituted after the GMP is established.
15	01	Coordination	The Owner and/or tenants shall be responsible for removing all valuables and relocating any obstructions that inhibit the CMR and its subcontractors from access to the areas of work.
16	01	Coordination	A \$15,000 Budget is included for the work of other trades (Mechanical, Electrical, etc) that may be required to complete the work and/or provide code-compliant access to the water valves included in this scope of work.
17	09	Finishes	New ceiling access panels are included to provide permanent code-compliant access to valves located above drywall ceilings where no access is currently present or where the access panel is smaller than 2' x 2'. Lockable access panels will be provided at locations in the Customs Hall which are less than 8' above the walkable surface.
18	09	Finishes	Existing ACT grid and tiles removed in order to perform the scope of work will be reinstalled.
19	10	Specialties	Existing bird netting removed in order to perform the scope of work will be reinstalled and secured with UV-stabilized tie wraps.
20	23	Plumbing	Costs for plumbing code deficiencies that are not specifically identified in the construction documents are excluded

Construction Schedule



SECTION-7

Contract Documents



SMC18 Domestic Water Valve Replacement Phase 2
Palm Beach County Department of Airports
5/23/2023

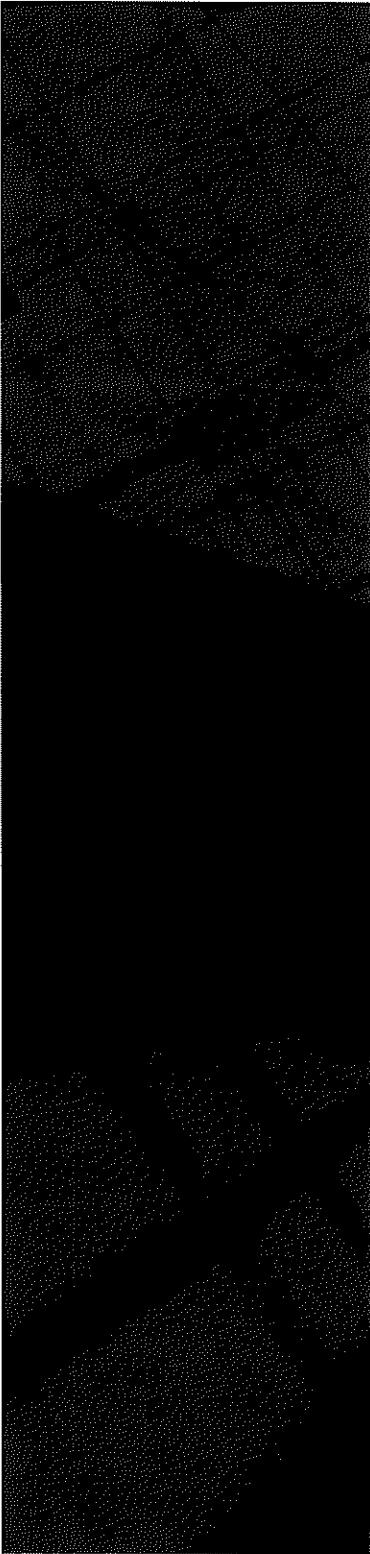
00400 Document Log

Document	Description	Rev Date	Rec'd Date
DRAWINGS			
General			
Cover	Cover Sheet and Index	9/22/2022	1/25/2023
Plumbing			
P-100	Valve Chart	9/22/2022	1/27/2023
P-101	Overall First Level Plan	9/22/2022	1/25/2023
P-111	1st Level Terminal Area 1	9/22/2022	1/25/2023
P-112	1st Level Terminal Area 2	9/22/2022	1/27/2023
P-113	1st Level Concourse C Area 3	9/22/2022	1/27/2023
P-114	1st Level Concourse C Area 4	9/22/2022	1/27/2023
P-115	1st Level Concourse B Area 5	9/22/2022	1/25/2023
P-116	1st Level Concourse B Area 6	9/22/2022	1/27/2023
P-117	1st Level Concourse A Area 7	9/22/2022	1/27/2023
P-120	Overall Second Level Plan	9/22/2022	1/25/2023
P-121	2nd Level Terminal Area 1	9/22/2022	1/25/2023
P-122	2nd Level Terminal Area 2	9/22/2022	1/25/2023
P-123	2nd Level Concourse C Area 3	9/22/2022	1/25/2023
P-124	2nd Level Concourse C Area 4	9/22/2022	1/25/2023
P-125	2nd Level Concourse B Area 5	9/22/2022	1/25/2023
P-126	2nd Level Concourse B Area 6	9/22/2022	1/25/2023
P-130	Overall Third Level Plan	9/22/2022	1/25/2023
P-131	3rd Level Terminal Area 1	9/22/2022	1/25/2023
P-132	3rd Level Terminal Area 2	9/22/2022	1/25/2023
SPECIFICATIONS			
Div 15 Mechanical			
15000	General Provisions	9/22/2022	11/16/2022
15411	Potable Water Systems	9/22/2022	11/16/2022
15420	Plumbing Piping	9/22/2022	11/16/2022

00400 Prebid RFI Log

RFI #	RFI Title	Date of Question	Date of Response
Pre-Bid 001	Valve Tag Specification	2/10/2023	2/28/2023
Pre-Bid 002	Valve Specification	2/10/2023	2/28/2023
Pre-Bid 003	Valve T052 - Size	2/10/2023	2/28/2023

SBE Bid Participation Summary



Palm Beach County Department of Airports
 SMC18 Domestic Water Valve Replacement Phase 2
 THE MORGANTI GROUP INC.

SECTION- 9
 5/23/2023

SBE Bid Participation Summary

DIVISIONS & DESCRIPTION	BID AMOUNT	SBE	Selection Notes	Status
9A- Finishes				
Alen Construction	no bid	Yes		Not Selected.
Atlantic Interior Services	\$ 293,235.00	Yes		Selected
22A- Plumbing				
Anchor Mechanical	\$ 540,929.54	No		Selected.
Echols Plumbing	no bid	No		Not Selected.
General Plumbing	no bid	Yes		Not Selected.
KCL Plumbing	no bid	No		Not Selected.

Public Construction Bond

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

June 1, 2023

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

**RE: SMC18 Domestic Water Valve Replacement Phase 2
Contractor: The Morganti Group, Inc.
Bond No.: 107783221 / 9421645 / ES00014704**

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

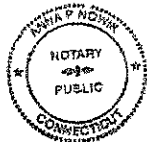
City of Hartford ss.

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

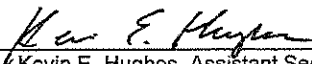
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **1st** day of **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, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 1st day of June, 2023.



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.

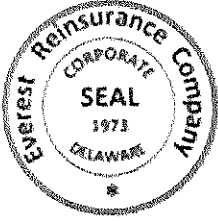
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

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 1st day of June 2023.



By: Nicole Chase, Assistant Secretary

PUBLIC CONSTRUCTION BOND

BOND NUMBER 107783221, 9421645, ES00014704

BOND AMOUNT One Million One Hundred Thirteen Thousand and 00/100 Dollars (\$1,113,000.00)

CONTRACT AMOUNT One Million One Hundred Thirteen Thousand and 00/100 Dollars (\$1,113,000.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1662 North US Highway 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

SURETY'S PHONE: (860) 277-0111 / (847) 605-6000 / (908) 604-3000

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

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

OWNER'S PHONE: (561) 471-7462

PROJECT NAME: SMC18 Domestic Water Valve Replacement Phase 2

PROJECT NUMBER: SMC18

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

DESCRIPTION OF WORK: Replacement of 70 domestic water valves in the terminal and concourses, including installation of access panels in drywall ceilings for future access

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
3200 Belvedere Rd, West Palm Beach, FL 33406
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

One Million One Hundred Thirteen Thousand and 00/100 Dollars (\$1,113,000.00)
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: SMC18 Domestic Water Valves Phase 2
Project No.: SMC18
Project Description: Replacement of 70 domestic water valves
Project Location: Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: AECOM
LOCATION OF FIRM: 7650 West Courtney Campbell Causeway, Tampa, FL
33607
PHONE: (813) 286-1711

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County Palm Beach Contract No. _____, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

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

Dated: _____

Nico
Witness

The Morganti Group, Inc.
Principal (Seal)

Nicole M. Callahan
Print Name

Tamer Bushaidat
President + CEO

Gabriela Camacho
Witness

GC
Surety (Seal)
Title Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Everest Reinsurance Company

Laurie Rothwell
Print Name

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



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

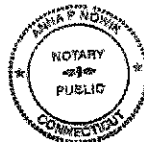
City of Hartford ss.

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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



Brian M. Hodges, Vice President

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

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

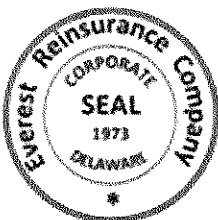
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

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.



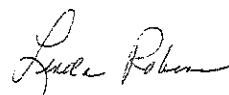
Everest Reinsurance Company



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 ____ day of _____ 202__.



By: Nicole Chase, Assistant Secretary

Contract History

DEPARTMENT OF AIRPORTS
 MISCELLANEOUS AIRPORT IMPROVEMENTS - CMAR (LOCAL OEBO PROGRAM)
 THE MORGANTI GROUP INC.
 PB NO: DOA 19-13
 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-2019-1221	R-2021-1023	R-2022-0677											
DATE APPROVED		8/20/2019	8/17/21	7/12/22											
SBE Goal		15.00%													
EXPIRATION		8/20/2021	8/20/2022	8/20/2023	8/20/2024										
REF DOC	APL-GSC	DESCRIPTION	TIME (Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/HO CLOSED
Amendment No 1 SMC-01	16% of which 4% MBE (AA and HA)	SMC 01 Terminal Condensation Phase 1	180	8/8/20	12/14/20	1/13/21	\$1,383,800.00						\$1,383,800.00	June 2, 2020 Board (R2020-0556)	
		CO NO 1	8		12/22/20			\$34,896.07	\$42,096.07		\$34,896.07				
		CO NO 2	0		12/22/20	1/21/21		\$72,629.17	\$72,629.17				\$72,629.17	1/12/21 Board Meeting 2021-0053	
		GMP Adjustments						-\$19,898.41		\$1,471,116.83				CRC 7/7/21	CRC 7/7/2021
Amendment No 2 SMC-02	20%	SMC 02 Wallis Road Improvements-Phase 1	180	7/14/20	10/21/20	11/20/20	\$434,700.00						\$434,700.00	June 16, 2020 Board R2020-0634	
		GMP Adjustments								\$382,239.23					CRC 7/7/2021
WO SMC 03		SMC 03 Domestic Water Valve Replacement-Field Investigation					\$15,712.00				\$15,712.00			Approved 9/1/2020	
		GMP Adjustments					\$0.00			\$15,712.00					DDA Closed
WO SMC 04	N/A under \$100k	SMC 04 Domestic Water Valve Replacement-Phase 1 Priority Valves	60	9/16/20	11/14/20	12/14/20	\$93,976.00				\$93,976.00			Approved on 9/11/2020.	
		GMP Adjustments						(\$15,074.79)		\$76,901.21					DDA Closed on 6/17/21
Amend No 3 (SMC 05)	20% of which 8% is for MWBE	SMC 05 Terminal Condensation Phase 2	376	11/30/20	12/10/21	1/9/22	\$3,148,984.00						\$3,148,984.00	R2020-1778 November 17, 2020 Board	
		CO No 1	0					\$43,186.78	\$0.00		\$43,186.78			Approved on 10/14/21	
		CO No 2	0					\$59,007.66	\$0.00			\$59,007.66		Approved by CRC 10/20/21	
		CO No 3	60					\$0.00	\$80,000.00			\$0.00		Approved by CRC 11/03/21	
		CO No. 4- time to final	30		2/8/22	4/9/22		\$0.00			\$0.00				
		CO No. 5- time to final	60			6/8/22		\$0.00					\$0.00	7/12/22 Board Meeting (R-2022-0850)	
		GMP Adjustments								\$3,281,177.34					CRC closed out 11/16/22

DEPARTMENT OF AIRPORTS
MISCELLANEOUS AIRPORT IMPROVEMENTS - CMAR (LOCAL OEBO PROGRAM)
THE MORGANTI GROUP INC.
PB NO: DOA 16-13
CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal EXPIRATION		YEAR 1-2 R-2019-1221 8/20/2019 15.00% 8/20/2021	1 st EXT YR 3 R-2021-1023 8/17/21 8/20/2022	2 nd EXT YR 4 R-2022-0677 7/12/22 8/20/2023	3 rd EXT YR 5 R-2023-0677 7/12/22 8/20/2024	REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRG APPROVAL	SCD APPROVAL	STATUS	TO/NO CLOSED	
Tank Order SMC 06	N/A under \$100k	SMC 06 Security Phase 2 -Continuum Upgrade		11/9/20									\$97,530.00					\$97,530.00			Approved by CRG on 11/04/2020	
		GMP Adjustments														\$97,530.00						
		SMC 07 Security Phase 3 - Replace 28 cameras	60	11/9/20	1/7/21	2/6/21		\$99,100.00									\$99,100.00				Approved by the Dept on 10/20/2020	
		Change Order No 1	57		3/8/21	4/4/21							\$0.00	\$0.00				\$0.00				
		GMP Adjustments												(\$12,779.29)		\$46,320.71					Close-out by Lead Dept on 1/25/22	
Amendment No 4 (SMC 08)	SBE Price Preference	SMC 08 Building 848 UPS Upgrade	146	4/12/21	9/3/21	10/3/21		\$438,131.00										\$438,131.00			4/8/21 Board R2021-0463	
		CO No 1 Time suspended as of 8/23/21. Resumed 1/23/22	89		4/22/2022	5/22/22																
		CO No 2 Time Extension	70		7/1/2022	7/31/22												\$0.00			8/07/22 Board R2022-0547	
		GMP Adjustments														\$438,131.00					CRG Closeout 11/23/22	
Amendment No 5 (SMC 10)	SBE Price Preference	SMC 10 LTG 3 Structural repair	101	4/12/21	7/21/21	8/20/21		\$221,117.00										\$221,117.00			4/6/21 Board R2021-0418	
		CO No 1	26		8/18/21	9/17/21							\$0.00				\$0.00				Approved on 8/31/21	
		CO No 2	92		11/18/21	12/18/21							\$0.00				\$0.00				Approved by CRG on 10/20/21	
		GMP Adjustments												(\$39,704.15)		\$181,412.85					Approved by CRG 4/13/22	
Amend No 6	10% SBE	First year time extension																			8/17/2021 Board Meeting R-2021-1023	
Amend No 7 (SMC 09)	SBE 10%	SMC 09 Fire Pump Replacement	214	8/25/21	3/26/22	4/25/22		\$805,906.00										\$805,906.00			8/17/21 Board Meeting R2021-1161	
		CO No 1 Material Delay	146		8/18/22	9/17/22							\$0.00					\$0.00			5/3/2022 Board Meeting R-2022-0402	
		CO No 2 Permitting revision	90		11/18/22	12/18/22							\$0.00	\$90,000.00				\$0.00			Approved at CRG 11/16/2021	
		CO No 3	243		2/17/23	8/18/23							\$0.00					\$0.00			3/14/23 Board	
		GMP Adjustments														\$805,906.00						

DEPARTMENT OF AIRPORTS
 MISCELLANEOUS AIRPORT IMPROVEMENTS - CMAR (LOCAL OEBO PROGRAM)
 THE MORGANTI GROUP INC.
 PB NO: DOA 18-13
 CONTRACT HISTORY

ORIGINAL CONTRACT		YEAR 1-2		1 st EXT YR		2 nd EXT YR		3 rd EXT YR							
RESOLUTION NO		R-2019-1221		R-2021-1023		R-2022-0677		R-2023-0677							
DATE APPROVED		8/20/2019		8/17/21		7/12/22		8/20/2024							
SBE Goal		15.00%		8/20/2022		8/20/2023		8/20/2024							
EXPIRATION		8/20/2021													
REF DOC	API-GSC	DESCRIPTION	TIME (Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/NO CLOSED
Amend No. 8 (SMC 11)		SMC 11 Generator Controllers	135	1/3/22	8/17/22	6/16/22	\$717,900.00						\$717,900.00	12/21/21 Board (R2021-1851)	
		CO No 1	137		10/1/22	10/31/22								10/4/22 Board R2022 1107	
		CO No 2	90			1/29/23									
		GMP Adjustments								\$717,900.00					
Amend No 9 (SMC12)		SMC 12 West People Tube Repairs	145	4/18/22	9/9/22	10/9/22	\$889,840.00						\$889,840.00	04/12/22 Board (R2022-0379)	
		CO No 1						\$10,000.00			\$10,000.00			Executed 8/23/22	
		CO No 2	14		9/23/22	10/23/22			\$14,000.00		\$0.00			Executed 11/28/2022	
		GMP Adjustments						(\$51,282.57)		\$848,557.43					Closed out on 11/20/23
		SMC 13 CUPPS Expansion	30	9/19/22	10/18/22	10/19/22	\$87,834.00						\$87,834.00		
		CO No 1	90		1/18/23	2/15/23		\$0.00	\$90,000.00			\$0.00			Approved by CRC on 1/4/23
		CO No 2	0		1/18/23	1/18/23		\$18,876.92	\$18,876.92		\$18,876.92				Approved internally on 3/16/23
		GMP Adjustments								\$106,210.92					
SMC 15		SMC 15 F46 Building Repairs - Investigation services					\$38,093.00						\$38,093.00		Approved 1/27/22
		GMP Adjustments								\$38,093.00					

DEPARTMENT OF AIRPORTS
 MISCELLANEOUS AIRPORT IMPROVEMENTS - CMAR (LOCAL OEBO PROGRAM)
 THE MORGANTI GROUP INC.
 PB NO: DDA 18-13
 CONTRACT HISTORY

REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WG CLOSED
Amend 10		Second One (1) Year renewal												7/12/2022 Board R2022-0877	
WO SMC 19		SMC 19 Tile Replacement	130	7/25/22	12/1/22	12/31/22	\$160,200.00					\$160,200.00			
		GMP Adjustments						(\$6,070.34)		\$154,129.66					2/15/23 CRC
Amend 11		Third and Final (1) year renewal												6/13/23 Board	
Amend 12		SMC 18 Domestic Water Valve Replacement												7/11/23 Board	
Total							\$8,232,023.00	\$57,167.62		\$8,289,210.62	\$401,173.77	\$156,537.56	\$7,912,607.17		

Notes:
 Closed-out projects
 Items in Blue are draft

Total SMWBE Breakdown
Total SMWBE

Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking
 Document Authority
 Task Order Lead Dept
 Task Order CRC
 Amendment BCC

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

Approval Authority
 Time

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

Authority
 Lead Dept
 CRC
 BCC

Cumulative Days
 0-30 days
 31-90
 120

Authority
 Lead Dept
 CRC
 BCC

Time Extensions: In excess of 90 days must be approved by the Board and does not count towards the Cumulative Limit
Cumulative Value: Revises as of 6/24/22

1 When the cumulative value of changes or additional work approved by the Lead or CRC exceeds the greater of \$250,000 or 5% of the original contract an agenda item notifying the Board that the item puts it in the excess category must be prepared and forwarded as a Receive and File Item

Attachment No. 2

OEBO Schedules

OEBO SCHEDULE 1 CM Fees Only

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION
SMC18 Domestic Water Valve Replacement Phase 2

SOLICITATION/PROJECT/BID NAME: _____
 NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group
 CONTACT PERSON: Jennifer Uman
 SOLICITATION OPENING/SUBMITTAL DATE: 5/2/23

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC18
 ADDRESS: 1662 N US Hwy 1 Suite C, Jupiter FL 33469
 PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com
 DEPARTMENT: Department of Airports

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Cooper Construction Mgmt 354 Hiatt Dr Palm Beach Gardens, FL 33418	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$39,931.00	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total \$39,931.00

Total Bid Price \$ \$264314.00

Total SBE -M/WBE Participation \$39,931.00

CM Fees Only

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


Signature

Sr Project Manager
Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC18

SOLICITATION/PROJECT NAME: SMC18 Domestic Water Valve Replacement Phase 2

Prime Contractor: The Morganti Group

Subcontractor: Cooper Construction Management and Consulting

(Check box(s) that apply)

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

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

Column 1

Column 2

Column 3

Male Female

African-American/Black Asian American Caucasian American
 Hispanic American Native American

Supplier

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	CM Services				\$39,931.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$39,931.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group

Print Name of Prime

By: _____

Authorized Signature

Jennifer Uman

Print Name

Sr. Project Manager

Title

Date: 5/26/23

Cooper Construction Management & Consulting

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Jackie W. Cooper, Jr.

Print Name

President

Title

Date: 05/25/2023

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION SMC18 Domestic Water Valve Replacement Phase 2

SOLICITATION/PROJECT/BID NAME: _____
 NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group
 CONTACT PERSON: Jennifer Uman
 SOLICITATION OPENING/SUBMITTAL DATE: 3/2/23

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC18
 ADDRESS: 1662 N US Hwy 1, Suite C, Jupiter, FL 33469
 PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com
 DEPARTMENT: Department of Airports

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Anchor Mechanical Inc. 3677 23rd Ave South, Unit C-102 Lake Worth, FL 33461 561-444-2856	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$540,930.00	_____	
2. Atlantic Interior Services, Inc 208 N US Hwy One, Suite 2 Jupiter, FL 33469 561-575-4499	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$205,054.00	_____	
3. Mechanical/Electrical Budget TBD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$15,000.00	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)							Total	\$744,984.00	\$15,000.00
Total Bid Price \$		\$760,984.00		Total SBE - M/WBE Participation		\$205,054.00			

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

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC18

SOLICITATION/PROJECT NAME: SMC18 Domestic Water Valve Replacement Phase 2

Prime Contractor: The Morganti Group Subcontractor: Anchor Mechanical Inc.

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Plumbing				\$540,930.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$540,930.00

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

_____ Price or Percentage: 0

Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
 Print Name of Prime
 By: Jennifer Uman
 Authorized Signature
 Jennifer Uman
 Print Name
 Sr. Project Manager
 Title
 Date: 5/31/23

Anchor Mechanical, Inc.
 Print Name of Subcontractor/subconsultant
 By: Brett Kumbuth
 Authorized Signature
 Brett Kumbuth
 Print Name
 Branch Manager
 Title
 Date: 5/30/23

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC18

SOLICITATION/PROJECT NAME: SMC18 Domestic Water Valve Replacement Phase 2

Prime Contractor: The Morganti Group Subcontractor: Atlantic Interior Services, Inc.

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Finishes				\$205,054.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$205,054.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
 Print Name of Prime
 By: Jennifer Uman
 Authorized Signature
Jennifer Uman
 Print Name
Sr. Project Manager
 Title
 Date: 5/26/23

Atlantic Interior Services, Inc.
 Print Name of Subcontractor/subconsultant
 By: George Saunderson
 Authorized Signature
George Saunderson
 Print Name
President
 Title
 Date: 5/25/23

23-0737

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Advantage Document Numbers

BGRV:

BGEX: 121-060123*1403

FUND 4111 Airport Improvement & Development Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 06/1/23	REMAINING BALANCE
<u>REVENUES/EXPENDITURES</u>								
121-A212-6211	Building Improvements	5,114,651	3,708,060	1,113,000	0	4,821,060	1,897,861	2,923,199
121-A900-9909	Reserves Improvement Program	30,976,327	14,874,241	0	1,113,000	13,761,241	0	13,761,241
Total Receipts and Balances		187,285,160	203,886,956	1,113,000	1,113,000	203,886,956		

Signatures & Dates

By Board of County Commissioners
At Meeting of

Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

Renata / Wash

6/1/23

Tuesday, July 11, 2023

Administration/Budget Department Approval

ABD

6/12/23

Deputy Clerk to the

OFMB Department - Posted

Board of County Commissioners