

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$490,813	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	(\$147,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$343,813	=====	=====	=====	=====

ADDITIONAL FTE POSITIONS (Cumulative) _____

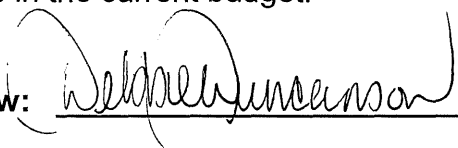
Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4110 Department 121 Unit A032 Object 6211
 Reporting Category _____

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

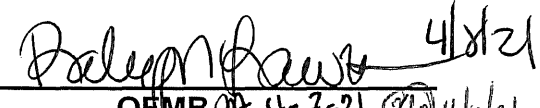
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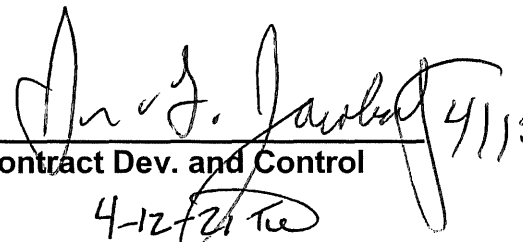
Approval of this item provides budget for Amendment No. 6 to the Contract with MGI in the amount of \$490,813. Funding sources consist of FDOT grant funds of \$147,000 and Local funds of \$343,813, which are in the current budget.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

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

 4/12/21
 OFMB 4-7-21 (21) 4/1/21

 4/12/21
 Contract Dev. and Control
 4-12-21 Te

B. Legal Sufficiency:

 4-20-21
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

CERTIFICATE
(Corporation)

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

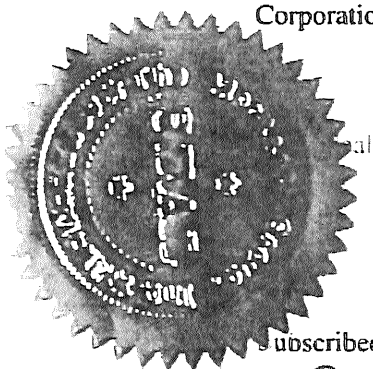
1. That Nabil Takla is the President of The Morganti Group, Inc., a corporation organized and existing in good standing under the laws of the State of Connecticut, hereinafter referred to as the Corporation, and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 9th day of November, 2018, in accordance with the laws of the State of Connecticut, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED that the corporation shall enter into that certain Contract, Palm Beach County DOA18-3 CM at Risk Services for Airport Improvements for the Department of Airports Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the Agreement), a copy of which is attached hereto: and be it

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation on the 3rd day of January, 2019.



Nabil Takla

(Signature)

James Wood

(Witness)

Subscribed and sworn before me by Nabil Takla this 3rd day of January, 2019.

Judith E. Annunziata

Notary Public

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





**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000795	The Morganti Group, Inc.	Modified	Compliant					DOA 18-3	CM at Risk Contract for Airport Improvements
		A++ , XV	Federal Insurance Company	54309474	12/31/2020	12/31/2021	Auto Liability		
		A+ , XV	Berkley Assurance Company	pcadb50134444220	12/31/2020	12/31/2021	Builders Risk		
		Ag , XV	Allied World National Assurance Company	03108098	12/31/2020	12/31/2021	Excess Liability		
		A+g , XV	American Guarantee and Liability Insurance Company	aec038479803	12/31/2020	12/31/2021	Excess Liability		
		A , XIV	Starr Indemnity & Liability Company	1000584535201	12/31/2020	12/31/2021	Excess Liability		
		A++g , XV	Executive Risk Indemnity Inc.	54309476	12/31/2020	12/31/2021	General Liability		
		A++ , XV	Federal Insurance Company	54309477	12/31/2020	12/31/2021	Workers Comp		

n/a

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

**AMENDMENT NO. 6 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. 6 to the Contract is made as of the ____ day of _____, 2021, by and between Palm Beach County, Florida (COUNTY) and The Morganti Group, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSTRUCTION MANAGER, having its office and principal place of business at 1662 North 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 and that this merely supplements said Contract; and

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price (GMP), including Construction Manager's fees for construction and warranty services and other services as set forth herein and in the Contract; and

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

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

NOW THEREFORE, in 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 **\$490,813.00** for the construction costs for **Work Order MC 11: ARFF Roof Repair 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	96	\$1,000/ Cal Day
Final Completion	126	\$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 Contract Clauses applies

(4) ATTACHMENTS

Exhibit B

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

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Laura Dube*
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER SIGNATURE

CONSTRUCTION MANAGER:

[Signature]
Signature

[Signature]
Signature

Brent Martin
Name (type or print)

STEFEN SINES
Name (type or print)

VICE PRESIDENT OF OPERATIONS
Title

(Corporate Seal)

Exhibit “A”

- 1. GMP dated 3/30/2021**
- 2. Performance and Payment Bond(s)**
- 3. State Contract Clauses**
- 4. Contract History**

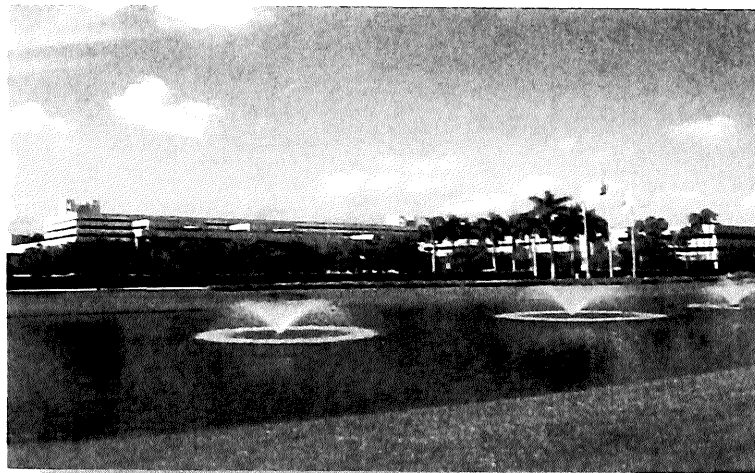
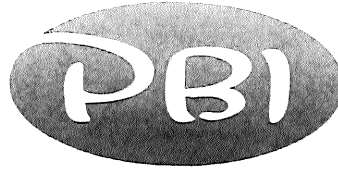
1. GMP dated 3/30/2021

MC11- ARFF Roof Repair

Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)
3/30/2021
FINAL

Palm Beach
INTERNATIONAL AIRPORT



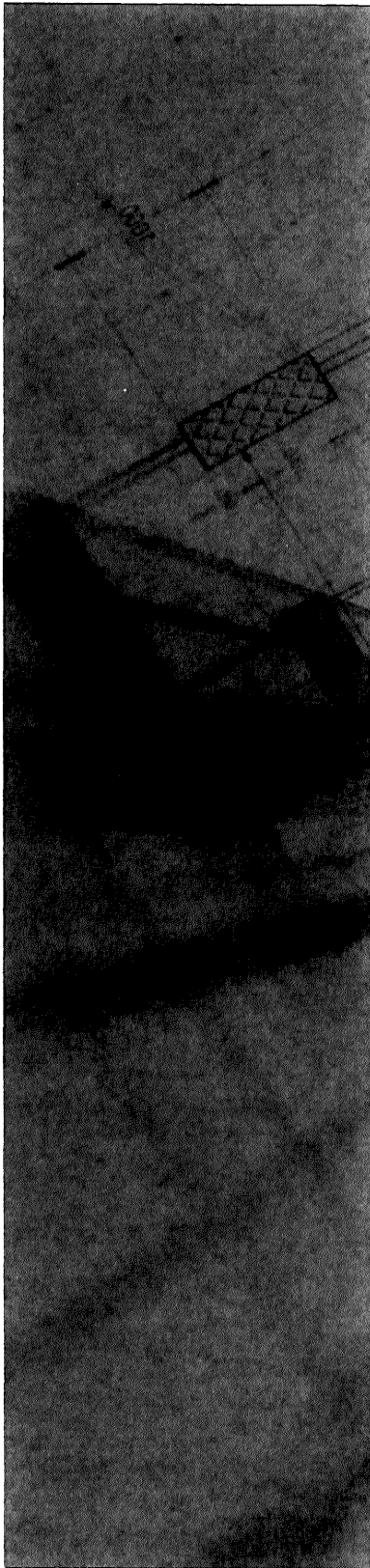
MC11- ARFF Roof Repair
Palm Beach County Department of Airports
3/30/2021

TABLE OF CONTENTS

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

SECTION-1

Guaranteed Maximum Price



Palm Beach County Department of Airports

MC11- ARFF Roof Repair

Date: March 30, 2021
 Owner: Palm Beach County Department of Airports
 CM: The Morganti Group, Inc.
 Architect: RS&H



FINAL

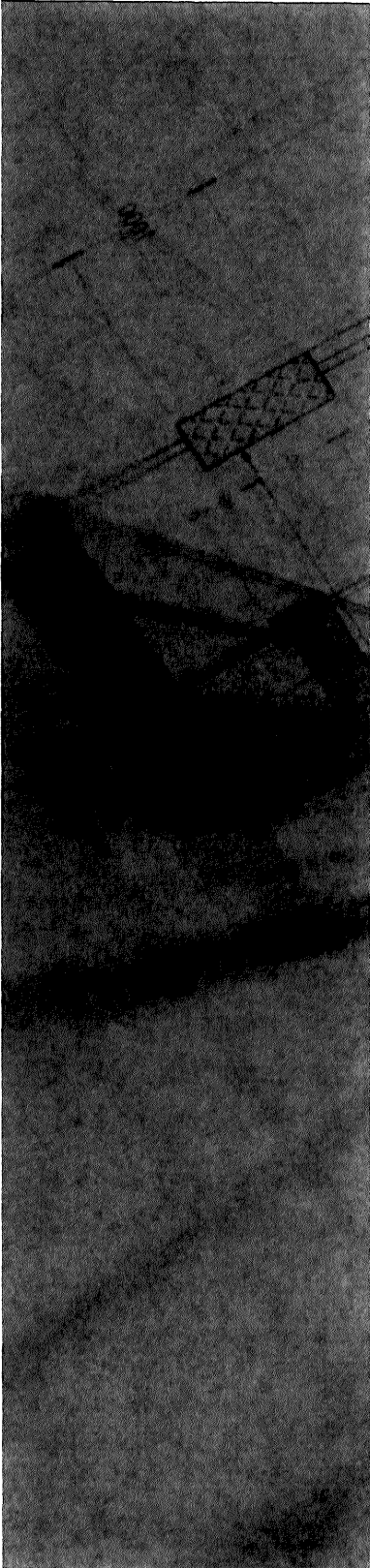
Guaranteed Maximum Price

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
070000	Thermal Protection	1	ls	\$ 256,897.00
260000	Electrical Systems	1	ls	\$ 63,700.00
Budget	Patching of Fireproofing	1	ls	\$ 5,000.00
Alternates	NA	1	ls	NA
	Subtotal: Division 1-33			\$ 325,597.00
	Reimbursable General Conditions	1.00	ls	\$ 9,050.00
	Subtotal			\$ 334,647.00
	General Liability Insurance	0.0102	ls	\$ 5,007.00
	Builder's Risk Insurance	0.0124	ls	\$ 6,087.00
	Payment and Performance Bonds	0.0102	ls	\$ 5,007.00
	Subtotal			\$ 350,748.00
	Fee	5.00%	%	\$ 17,538.00
	Construction Staffing	1	ls	\$ 103,715.00
	Subtotal			\$ 472,001.00
	Construction Contingency	4.00%	%	\$ 13,792.00
	Subtotal			\$ 485,793.00
	Preconstruction Fee	1.50%	ls	\$ 5,020.00

TOTAL GMP \$ 490,813.00

SECTION- 2

Subcontractor Summary



MC11- ARFF Roof Repair
Palm Beach County Department of Airports
3/30/2021

Subcontractor Summary

Bid Package	Description	Bidder	DBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
DIVISION 070000: Thermal Protection						
07A	Roofing	Crowther	\$ 27,972	\$ 256,897	1	\$ 256,897
DIVISION 260000: Electrical Systems						
26A	Electrical	Davco	\$ -	\$ 63,700	1	\$ 63,700
ALLOWANCES						
07A	Patching of Fireproofing	TBD	\$ -	\$ 5,000	NA	\$ 5,000
			\$ 27,972			Subtotal: \$ 325,597.00

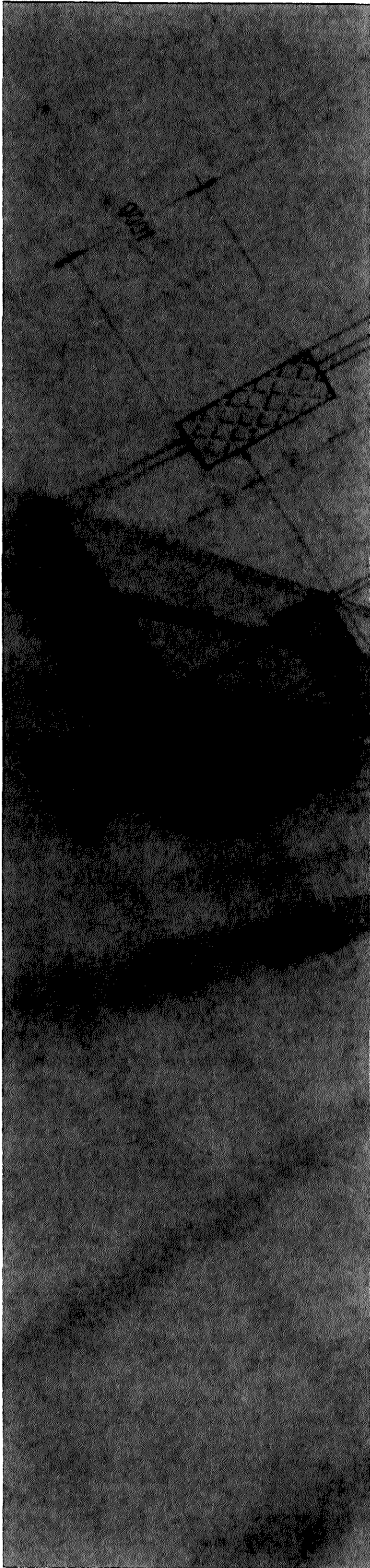
	DBE Participation Dollars	% of GMP
DBE Subcontractor Total:	\$ 27,972	5.70%
DBE Cooper Staffing:	\$ 46,538	9.48%
DBE Cooper 12% of Fee:	\$ 2,707	0.55%
DBE Total (12% of GMP Rqd):	\$ 77,216	15.73%

CM Fee	\$ 17,538.00
Construction Contingency	\$ 13,792.00
General Conditions	\$ 9,050.00
Staffing	\$ 103,715.00
Payment & Performance Bond	\$ 5,007.00
Builders Risk (By Owner)	\$ 6,087.00
GL Insurance	\$ 5,007.00
Preconstruction	\$ 5,020.00

Total Guaranteed Maximum Price **\$ 490,813.00**

SECTION-3

General Conditions

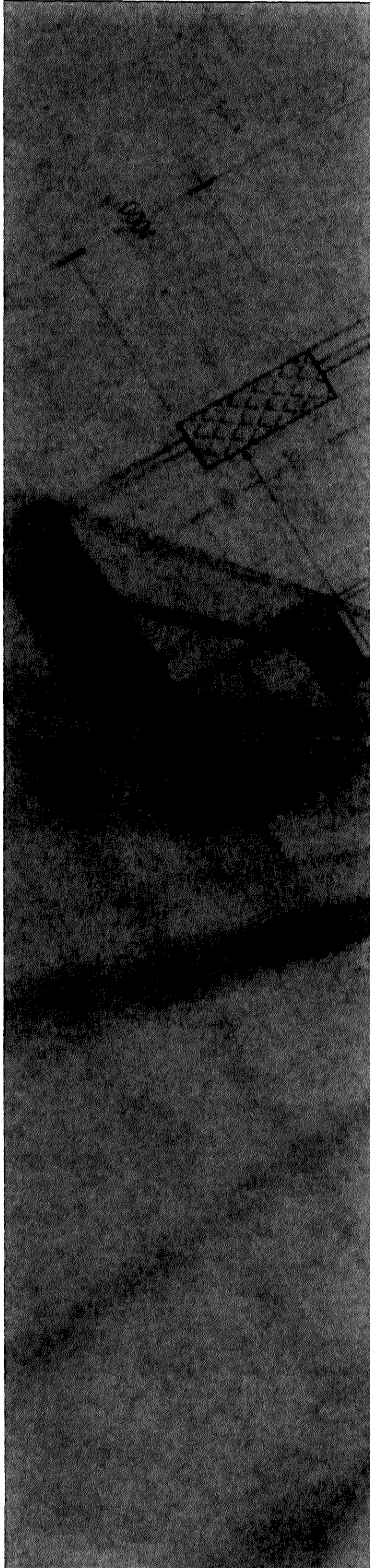


GMP GENERAL CONDITIONS

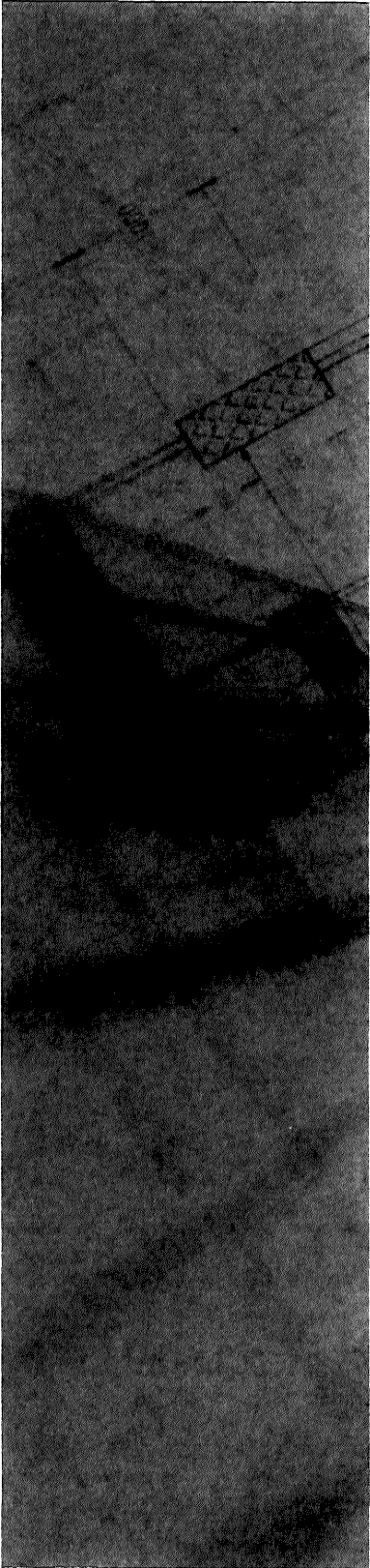
ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
LAYOUT						
Layout Partitions			ls.		\$ -	
Independent Surveyor	-	-	sf.	-	\$ -	by trades
Ground penetrating radar	-	-	ls.	-	\$ -	by trades
As-Built Survey	-	-	ls.	-	\$ -	by trades
TESTING AND COMMISSIONING						
Third Party Testing & Inspections	1	-	ls.	-	\$ -	
TEMPORARY FACILITIES						
Chemical Toilets - Contractor	1	3.0	mo.	125.00	\$ 375	
TEMPORARY CONSTRUCTION						
Temporary Fence / 6' Windscreen - Rent	1	-	lf.	13.00	\$ -	
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$ -	
Job Signs	1	0.3	ls.	1,500.00	\$ 450	
CLEAN UP						
Final Cleaning	1	-	ls.	-	\$ -	
30 YD - Dumpster	1	10.0	ld.	600.00	\$ 6,000	
02 YD - Tip Dumpster	-	-	ld.	330.00	\$ -	
TEMPORARY LABOR						
Temporary Construction Labor	1	-	ls.	-	\$ -	
SUPPLIES						
First Aid Supplies	1	3.0	mo.	50.00	\$ 150	
Safety Supplies (Non PPE)	1	9.0	ea.	50.00	\$ 450	
COVID- 19 Supplies	1	9.0	ea.	75.00	\$ 675	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1	1.0	set	200.00	\$ 200	
UTILITIES						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	
EQUIPMENT						
Small Tools	1	0.5	ea.	750.00	\$ 375	
MISC. REQUIREMENTS						
Project Signage	-	1.0	ls.	500.00	\$ -	
Project Closeout	1	0.5	ls.	750.00	\$ 375	
SUB TOTAL GENERAL CONDITIONS					\$ 9,050	

SECTION-4

Staffing



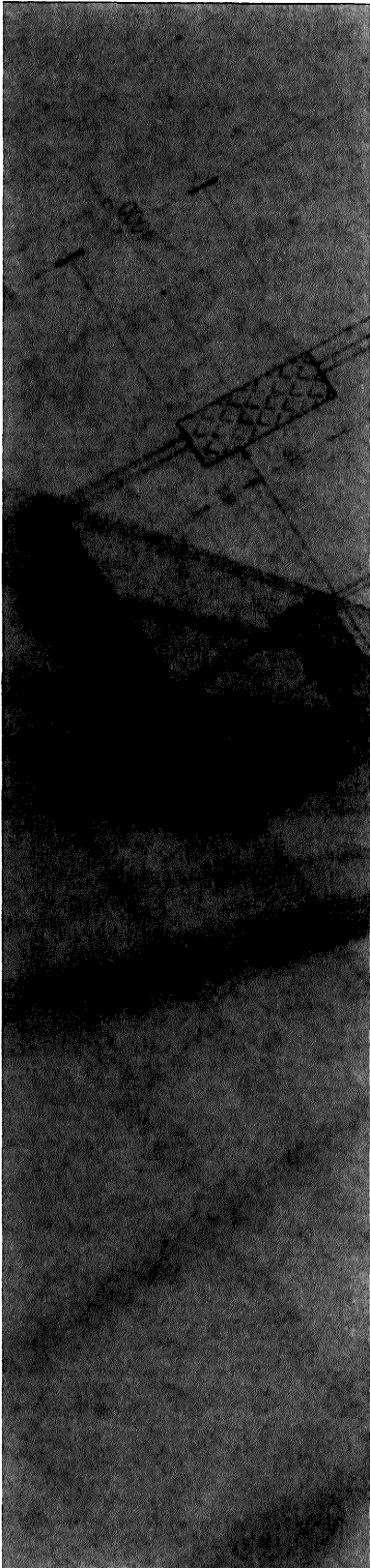
Assumptions and Clarifications

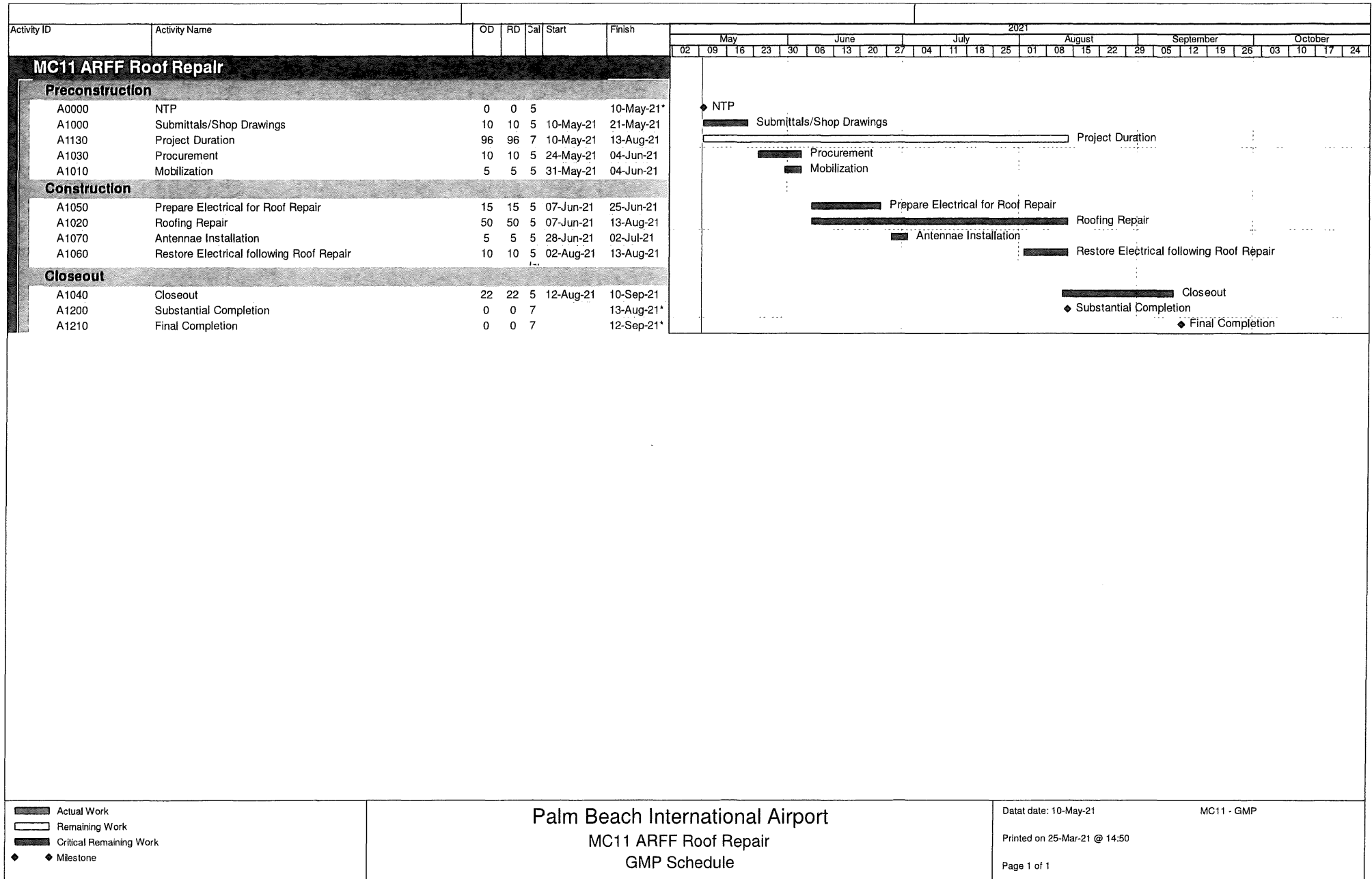


BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

Item	Div	Scope	Description
01	00	Documents	The GMP includes the cost for roof repairs in accordance with contract documents provided by RS&H as dated 2/9/21.
02	00	Temp Water	Temporary water for construction use will be sourced from a hose bib located near the work area.
03	00	Temp Power	Temporary lighting and power will utilize the existing lighting circuits.
04	00	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
05	00	Existing Conditions	GMP does not include repairs for any damaged existing conditions that are encountered within the project area.
06	00	Existing Code Upgrades	GMP does not include code upgrades to any existing conditions that are encountered within the project area.
07	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.
08	00	Schedule	The GMP is based on a 96 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.
09	00	Work Hours	Working hours are 7am to 330pm, Monday thru Friday. Working hours may be extended during daylight hours and on Saturdays to make up for lost productivity due to weather. Overtime beyond 40 hours per week is not included.
10	00	Davis Bacon	Davis Bacon wages are not included.
11	00	Buy American	Buy American requirements are not included.
12	00	DBE Goal	The DBE goal for the project is 12%. The total DBE participation presented in this GMP is 15.73%
13	00	Allowance	An allowance is included for patching of fireproofing.
14	00	Unit Prices	Unit price for fully installed APA rated 1/2" exterior rated plywood is \$14.27 SF
15	02	Asbestos	Asbestos removal and disposal is included. All asbestos removal and disposal shall be performed under the direction of a roofing supervisor who meets the training requirements in the Florida Statutes, at a minimum, or by a State of Florida Licensed Asbestos Abatement Contractor.
16	26	Electrical	Lightning protection work is not included.
17	35	Fuel Lines	All work related to fuel line relocation or modification is excluded.

Construction Schedule





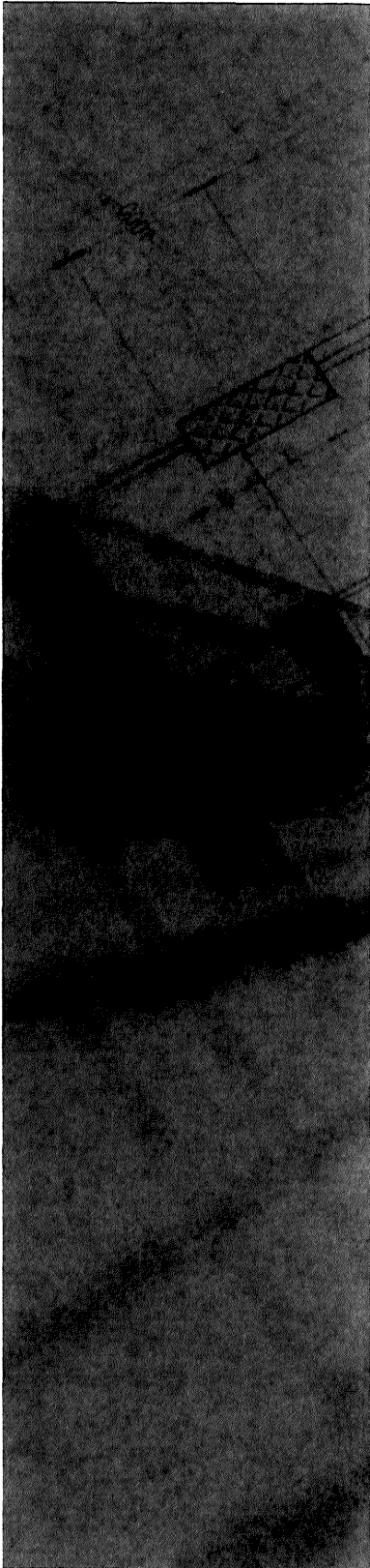
■ Actual Work
 □ Remaining Work
 ■ Critical Remaining Work
 ◆ Milestone

Palm Beach International Airport
 MC11 ARFF Roof Repair
 GMP Schedule

Data date: 10-May-21
 MC11 - GMP
 Printed on 25-Mar-21 @ 14:50
 Page 1 of 1

SECTION-7

*Drawing Log, Specification Log,
RFI Log*



MC11- ARFF Roof Repair
Palm Beach County Department of Airports
3/30/2021

LIST OF DRAWINGS

100% BID DOCUMENTS DATED: 01/13/21	BID ADDENDUM #1 DATE- 02/19/21
●	
●	
●	
●	

GENERAL

- G-000 COVER SHEET
- G-001 GENERAL CONTRACT NOTES AND SAFETY AND SECURITY NOTES
- G-002 WORK AREA AND ACCESS ROUTE
- G-003 CONSTRUCTION SCHEDULE

100% BID DOCUMENTS DATED: 01/13/21	BID ADDENDUM #1 DATE- 02/19/21
●	
●	
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ARCHITECTURAL

- A-001 GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
- A-120 OVERALL ROOF PLAN AND DETAILS
- A-121 ROOF PLAN EXISTING CONDITIONS AND PHOTOS

100% BID DOCUMENTS DATED: 01/13/21	BID ADDENDUM #1 DATE- 02/19/21
●	
●	●

ELECTRICAL

- E-001 ELECTRICAL GENERAL NOTES AND ABBREVIATIONS
- E-121 OVERALL ROOF PLAN - ELECTRICAL

LIST OF SPECIFICATIONS

100% CONSTRUCTION DOCS DATED: 12/18/20	REVISION 001 RECEIVED: 02/10/21	
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SPECIFICATION **DESCRIPTION**

DIVISION 01

GENERAL REQUIREMENTS

000107	SEALS PAGE
011000	SUMMARY
013100	PROJECT MANAGEMENT AND COORDINATION
013233	PHOTOGRAPHIC DOCUMENTATION
013300	SUBMITTAL PROCEDURES
013516	ALTERATION PROJECT PROCEDURES
014000	QUALITY REQUIREMENTS
015000	TEMPORARY FACILITIES AND CONTROLS
017300	EXECUTION
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURE
017839	PROJECT RECORD DOCUMENTS

DIVISION 02

EXISTING CONDITIONS

●		
●		

024119	SELECTIVE DEMOLITION
028200	ASBESTOS REMEDIATION

DIVISION 07

THERMAL AND MOISTURE PROTECTION

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075500	SBS MODIFIED MEMBRANE ROOFING
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DIVISION 26

ELECTRICAL

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260010	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL
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2. Performance and Payment Bond(s)

**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 April, 2021.



Brian M. Hodges, Vice President

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

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

CONTRACT PERFORMANCE BOND

BOND NUMBER: 9376504

BOND AMOUNT: Four Hundred Ninety Thousand Eight Hundred Thirteen and 00/100 Dollars (\$490,813.00)

CONTRACT AMOUNT: Four Hundred Ninety Thousand Eight Hundred Thirteen and 00/100 Dollars (\$490,813.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

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

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Zurich American Insurance Company

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

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 MC 11: ARFF Roof Repair 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

Four Hundred Ninety Thousand Eight Hundred Thirteen and 00/100 Dollars (\$490,813.00)

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 MC 11: ARFF Roof Repair at Palm Beach International Airport (PBI).**

Project No.: **DOA 18-3 Work Order MC11**

Project Description: **Repair of the Aircraft Rescue and Fire Fighting (ARFF) Roof**

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: RS&H
LOCATION OF FIRM: 3125 West Commercial Blvd., Suite 130
Fort Lauderdale, Fl., 33309

PHONE: (954) 474-3005

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 (MC11), 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.

Deborah Lindero

Witness for the Principal

PRINCIPAL:
The Morganti Group, Inc.

By: (Print)

[Handwritten Signature]

Signature

Thamer Rushaidat, President & CEO

Title

(SEAL)

Address:

1662 North U.S. Highway 1, Suite C

Jupiter, FL 33469

SURETY

Zurich American Insurance Company

By: (Print)

[Handwritten 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

J. M. Fenney

Witness for the Surety

CONTRACT PAYMENT BOND

BOND NUMBER: 9376504

BOND AMOUNT: Four Hundred Ninety Thousand Eight Hundred Thirteen and 00/100 Dollars (\$490,813.00)

CONTRACT AMOUNT: Four Hundred Ninety Thousand Eight Hundred Thirteen and 00/100 Dollars (\$490,813.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

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

CONTRACTOR'S PHONE: (561) 689-0200

SURETY COMPANY: Zurich American Insurance Company

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

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 MC 11: ARFF Roof Repair 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

Four Hundred Ninety Thousand Eight Hundred Thirteen and 00/100 Dollars (\$490,813.00)

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 MC 11: ARFF Roof Repair at Palm Beach International Airport (PBI).**

Project No.: **DOA 18-3 Work Order MC11**

Project Description: **Repair of the Aircraft Rescue and Fire Fighting (ARFF) Roof**

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: RS&H
LOCATION OF FIRM: 3125 West Commercial Blvd., Suite 130
Fort Lauderdale, Fl., 33309

PHONE: (954) 474-3005

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 ARFF Roof Repair, Contract No. DOA 18-3 (MC 11), 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, 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.

Nebrash London
Witness for the Principal

PRINCIPAL:
The Morganti Group, Inc.

By: (Print) _____
Signature

Thamer Rushaidat, President & CEO
Title

(SEAL)

Address:
1662 North U.S. Highway 1, Suite C

Jupiter, FL 33469

SURETY
Zurich American Insurance 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

Gu M. Fenmy
Witness for the Surety

**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

3. 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.

4. Contract History

DEPARTMENT OF AIRPORTS
 Airport Improvements - CMR
 The Morganti Group
 PB NO: DOA 18-3
 CONTRACT HISTORY

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED		YEAR 1-2 R-2019-0042 1/19/2019	YEAR 3 R-2020-1808 1/19/23	YEAR 4	YEAR 5										
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 MC01		PHK Fuel Farm - Cost Estimate													No fees submitted
MC02		LNA NEC Corrections	90										\$0.00	On hold	
Task Order MC03	AIP ELIGIBLE - EXHIBIT A APPLIES	CC C Furniture Replacement Preconstruction Services	90	4/19/19			\$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	\$874,931.00						\$974,931.00	June 18, 2019 Board Meeting (R-2019-0839)	
CO No 1		Exemptions This time extension is for final completion	0					\$47,132.34	\$47,132.34		\$47,132.34			Approved 7/30/19	
CO No 2			30		12/20/19	2/19/20		\$41,600.51	\$49,100.51		\$41,600.51			Approved 1/10/2020	
GMP Adjustments								(\$68,540.30)		\$805,123.65				Approved 9/23/2020	
Amendment No 2 Work Order MC03	AIP ELIGIBLE - EXHIBIT A APPLIES	CC C Furniture Replacement Construction Services	210	6/24/19	1/19/20	2/18/20	\$4,221,574.00						\$4,221,574.00	June 18, 2019 Board Meeting (R-2019-0839)	
CO No 1 RJN								(\$334,105.00)	(\$334,105.00)		(\$334,105.00)			Approved 9/27/19	
CO No 2 ARC								(\$1,047,261.38)	(\$1,047,261.38)		(\$1,047,261.38)			Approved on 10/24/19	
GMP Adjustments								(\$141,702.33)		\$2,698,445.29					CRC 12/16/2020
Amendment No 3 Work Order MC07	AIP ELIGIBLE - EXHIBIT A APPLIES	SARAs	150	1/29/20	6/26/20	7/26/20	\$570,239.00						\$570,239.00	1/07/19 Board Meeting (R-2020-0014)	
CO No 1 MAMAVA			15				\$13,609.93		\$20,609.93					Approved on 3/30/2020	
CO No 2 Covid-19 Assessment Centers			55				\$28,974.85		\$83,974.85	\$612,823.78				Approved by CRC on 7/15/2020	
Task Order MC08	AIP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Additional Precon Services - Investigations and Documentation of Existing Conditions					\$34,702.00			\$34,792.00	\$34,702.00			Approved 9/27/19	
Work Order MC 09	AIP ELIGIBLE - EXHIBIT A APPLIES	Security Improvements at PBI	60	12/9/19	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	\$47,009.80		\$17,809.80			Approved 3/30/2020	
GMP Adjustments										\$215,822.80				Approved on 7/15/2020	Closed

DEPARTMENT OF AIRPORTS
 Airport Improvements - CMR
 The Morganfl Group
 PB NO: DOA 18-3
 CONTRACT HISTORY

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 MC-10	AIP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Precon Services					\$41,250.00			\$41,250.00	\$41,250.00			Approved 2/11/2020	
Work Order MC-42															
Work Order MC-44	Federal Cares Act	Checkpoint C-Modifications													
Amendment No 4 Work Order MC-16	AIP ELIGIBLE - EXHIBIT A APPLIES	Escalator Replacement - Construction	877	9/21/20	2/14/23		\$8,145,981.00			\$8,145,981.00			\$8,145,981.00	Approved 9/15/2020 R2020-1336	
		CO No 1													
Amendment No 5		First one year renewal option											\$0.00	Approved 12/8/20 R2020-1808	
Amendment No 6 Work Order MC-11	FDOT	ARFF Roof Repairs	96				\$490,813.00						\$490,813.00		May 4, 2021 Board
Total							\$14,647,263.76	(\$1,485,126.36)		\$12,671,324.42	-\$1,171,755.73	\$198,013.00	\$14,303,538.00		

Notes:

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

Authority less than \$100,000
 Lead Dept \$100,000 - \$200,000
 CRC \$200,000 - \$500,000
 BCC ≥ \$200,000

Approval Authority
 CO Value \$0-\$0,000
 See Note 1 \$50,001-\$100,000
 See Note 1 >\$100,001

Cumm CO Value
 Authority Lead Dept
 See Note 1 CRC
 See Note 1 BCC

Days Authority
 0-30 days Lead Dept
 31-90 CRC
 120 BCC
 Cumulative Days up to 30
 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

- 1 Cumulative Value - Revised as of 2/04/16
 When the cumulative value of changes or additional work approved by the Lead or CRC exceeds the greater of \$250,000 or 5% of the original contract an agenda item notifying the board that the item plus it in the excess category must be prepared and forwarded as a Receive and File item
- 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 plus 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

Attachment No. 2

Construction Management at Risk
RFP #DOA 18-3
Date: April 12, 2018
Marketplace: BC, PBC, MDC
DBE Project Goal: 12%
Misc. Funding

Project Description	NAICS Title	NAICS Code	Estimated Percentage of Work	Available DBE	Total Available	Weighted Availability
Landscaping (Material Cost)	Turf Farming	111421	0.00%	0	0	0.00%
Construction Management		236220	12.75%	239	816	3.73%
Drainage System (Labor Cost)	Drainage System Construction	237110	1.18%	20	138	0.17%
Subgrade Stabilization	Hwy, Street & Bridge Construction	237310	2.60%	52	126	1.07%
Miscellaneous Concrete (Material Cost)	Concrete pumping	238110	3.06%	11	226	0.15%
Structural Steel and Precast Concrete Contractors		238120	0.38%	16	51	0.12%
Masonry Contractors		238140	2.75%	6	216	0.08%
Roofing Contractors		238160	1.63%	29	369	0.13%
Electrical Work (Labor Cost)	Electrical Contractors	238210	8.21%	79	1619	0.40%
Plumbing - Mechanical		238220	2.94%	49	2057	0.07%
Drywall and Insulation		238310	2.03%	26	355	0.15%
Paintings & Wall Coverings		238320	1.55%	55	783	0.11%
Tile & Terrazzo		238340	9.50%	12	371	0.31%
Pavement Removal	Site Preparation	238910	2.85%	43	303	0.40%
Site Demolition	Site Preparation	238911	0.00%	n/a	n/a	0.00%
Temporary Stormwater Pollution Prevention, Erosion and Siltation Control	Temporary Erosion Control	238990	0.00%	117	674	0.00%
Other Building Equipment Contractors		239290	7.25%	n/a	0	0.00%
Pavement Markings (Material Cost)	Paint and Coating Manufacturing	325510	0.00%	0	15	0.00%
All Other Rubber Product Manufacturing (Membrane roof)		326299	0.88%	n/a	0	0.00%
Ready Mix Concrete Manufacturing		327320	1.38%	0	46	0.00%
Drainage System (Material Cost)	Culvert pipe, concrete, manufacturing	327332	0.00%	0	4	0.00%
Conveyor and Conveying Equipment Manufacturing		333922	4.63%	0	2	0.00%
Switchgear and Switchboard Apparatus Manufacturing		335313	4.38%	1	4	1.09%
Brick, Stone, and Related Construction Material Merchant Wholesalers		423320	6.65%	5	109	0.31%
Chain link Fence (Materials Cost)	Fencing (except wood) merchant wholesalers	423390	0.00%	2	119	0.00%
Electrical Work (Material Cost)	Electrical Apparatus/Equip, Wiring Supplies, Related Equip Merchant	423610	4.21%	15	619	0.10%
Roadway Signage (Material Cost)	Signs (except electrical) Wholesalers	423990	0.00%	9	771	0.00%
Fuel Farm Systems	Petroleum Bulk Stations and Terminals	424710	0.00%	1	48	0.00%
Building Materials/Supplies		444190	1.56%	10	648	0.02%
Nursery, Garden Center & Farm Supply (Sod)		444220	0.45%	0	123	0.00%
Trucking	Trucking	484220	0.63%	17	174	0.06%
Maintenance of Traffic	Maintenance of Traffic	488190	0.88%	6	318	0.02%
Insurance	Insurance	524126	1.00%	0	191	0.00%
Survey and Project Record Documents	Land Survey and Mapping	541370	0.21%	24	142	0.04%
Testing Services		541380	0.38%	13	92	0.05%
Mobilization	Mobilization	561499	0.00%	3	204	0.00%
Landscaping (Labor Cost)	Turf Installation	561730	0.25%	39	1938	0.01%
Prefabricated Metal Building and Component Manufacturing		332311	1.88%	0	4	0.00%
Mobilization/Overhead (Prime)		n/a	7.00%	n/a	n/a	0.00%
Contingency		n/a	5.00%	n/a	n/a	0.00%
			100%			8.58%

CMAR Contracts	
R2013-0663	16%
R2013-0664	14%
Median	15%
DBE Goal	12%

**SCHEDULE 1
LIST OF PROPOSED DBE FIRMS**

Project/Bid Name: MC11 ARFF Roof Repair

Project/Bid No: DOA 18-3

Name of Prime Bidder: The Morganti Group Inc.

Change Order/Task/Amendment No. (if applicable): MC11

Contact Person: Jennifer Uman

Bid Opening Date: _____

Address: 1450 Centre Park Blvd, Suite 260 WPB FL 33401

Department: Airports

Phone No.: 561-689-0200 Fax No: 561-689-4774


E-mail Address: juman@morganti.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Journey C&D Group	Temporary scaffold, Supervision of asbestos removal	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$27,972.00		\$	\$
Cooper Construction Management & Consulting	CM Services	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$49,245.00			
		<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$		\$	\$
		<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer			\$	\$
		<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$		\$	\$

Total Value of DBE Participation: \$ 77,217.00

- Notes:**
- The amounts listed on this form for each DBE Firm must be supported by the price included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
 - Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program.
 - If materials or supplies are proposed to be purchased from a DBE regular dealer, sixty percent (60%) of the proposed expenditure is counted toward attainment of the DBE goal. Reduce dollar amount to 60% of supplier's quote for purposes of determining value of DBE participation. Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Prime Bidder is committing to utilize the above referenced DBE Firms on the Project and that the Prime Bidder will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms.

By: 
Signature **Jennifer Uman**

Print Name/Title of Person Executing on Behalf of the Prime

Date: 3/30/21

*Additional sheets may be used if necessary.

**SCHEDULE 2
(Attachment ___ to the Bid Form)**

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: MC11 Project/Bid Name: ARFF Roof Replacement
 Change Order/Task/Amendment No. (If applicable): MC11
 Name of Prime Bidder: The Morganti Group
 Name of DBE Firm: Cooper Construction Management & Consulting

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- Black Hispanic Women Other (Please Specify) _____
 Prime Contractor Subcontractor Manufacturer Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
	CM Sevices		\$	\$ 49,245.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹: \$ 49,245.00
 (Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

<u>n/a</u> (Name of Subcontractor)	\$ <u>n/a</u> (Amount of Subcontract)	<input type="checkbox"/> DBE Certified
<u>n/a</u> (Name of Subcontractor)	\$ <u>n/a</u> (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
		<input type="checkbox"/> DBE Certified
		<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Jackie W. Cooper, Jr.
 Printed Name of DBE Subcontractor

By: [Signature]
 Signature

Date: March 29, 2021

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

SCHEDULE 2
(Attachment __ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: MC11 Project/Bid Name: ARFF Roof Repair

Change Order/Task/Amendment No. (If applicable): MC11

Name of Prime Bidder: The Morganti Group

Name of DBE Firm: Journey C&D Group, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- Black
- Hispanic
- Women
- Other (Please Specify) _____
- Prime Contractor
- Subcontractor
- Manufacturer
- Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
	Temp Scaffold and supervision of asbestos removal		\$	\$ 27,972.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹: \$ 27,972.00
(Subcontractor/Supplier's Quote)


and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Journey C&D Group Inc.
Printed Name of DBE Subcontractor

By: 
Signature

Date: 03/30/2021

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.