

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

Meeting Date: November 2, 2021

☐ Consent ☒ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A)** Amendment No. 2 to the Construction Manager (CM) at Risk Contract (Contract) with Turner Construction Company (Turner) for Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$5,514,105 and 680 Calendar Days for Work Order TC 01: Chiller 4 and 5 Replacement at Palm Beach International Airport (PBI); and
- (B)** A Budget Transfer of \$2,900,000 in the Airport's Improvement and Development Fund; including a transfer from Reserves in the amount of \$2,900,000.

Summary: The Contract with Turner for CM at Risk Services for Airport Improvements for the Department was approved by the Board on August 20, 2019 (R-2019-1147). 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. Turner is based in New York City, New York; however, the work will be directly managed by its southeast regional office in Miami-Dade County. Turner was one of two firms selected to provide project management and construction supervision services. The contract value to date is \$0, primarily due to the financial impact of the pandemic delaying the Federal/State funding of projects to be assigned to Turner under this contract. Approval of Amendment No. 2 will allow the County to complete the HVAC improvements to support the PBI Terminal. Chillers 4 and 5 provide service to the main terminal as well as Concourses A, B and C. Chillers 1, 2 and 3 were replaced in 2012. Chillers 4 and 5 are nearing the end their useful life and need to be replaced as the airport cannot run efficiently on only three (3) chillers. Early cost estimates were prepared for this project prior to the completion of the full design effort for budgetary purposes; upon completion of design and bidding, a substantial increase in cost for this project was realized based on increased equipment costs and other fees. Supplemental funding from both the State and the Passenger Facility Charge (PFC) program is anticipated to offset the additional funding transferred from Reserves. The Disadvantaged Business Enterprise (DBE) goal for this contract is 12%. The DBE participation for this project is 12%. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This Amendment exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: The median life cycle of water cooled chillers is 20—23 years. Chiller 4 was installed in 1997 and Chiller 5 was installed in 2004. Chiller 4 has reached the end of its lifecycle and Chiller 5 is incurring many expensive repairs that replacement prior to the end of its expected lifecycle is justified. Builder's Risk Insurance for this work will be provided by the Contractor prior to start of construction.

Attachments:

1. Amendment No. 2 to CM at Risk Contract with Turner w/Contract History– (3 originals)
2. DBE Goal Information w/Schedules 1 & 2
3. Budget Transfer

Recommended By: Paul Dama Burke 10-12-21
Department Director Date

Approved By: W. Baker 10/20/21
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$5,514,105				
Operating Costs					
External Revenues (Grants)	(\$1,393,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$4,121,105				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4111 Department 121 Unit A411-471 Object 6505

Reporting Category

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

Approval of this item provides budget for Amendment No. 2 to the Contract with Turner in the amount of \$5,514,105. Funding sources consist of FDOT grant funds of \$1,393,000 and Local funds of \$4,121,105, including a transfer from Reserves in the amount of \$2,900,000.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Deborah K. ... 10/13/21
OFMB ASD 10/2/21 QA 10-7-21
John S. Jacobson 10/19/21
Contract Dev. and Control 10-19-21 JW

B. Legal Sufficiency:

Anne Delgant 10-20-21
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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



Palm Beach County Compliance Summary Report

[illegible]



Turner Construction Company
375 Hudson Street
New York, NY 10014
phone: 212-229-6163
fax: 212-229-6094


CORPORATION CERTIFIED RESOLUTION

I, Claudia LaFleur, Assistant Corporate Secretary of Turner Construction Company, a corporation organized and existing under the laws of the State of New York (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That Christian E. Jahrling, Vice President and General Manager of Turner Construction Company is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments thereto, and all documents required with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 5th day of October, 2021.





Claudia LaFleur
Assistant Corporate Secretary

**AMENDMENT NO. 2 TO THE CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
TURNER CONSTRUCTION COMPANY
FOR
CONSTRUCTION MANAGEMENT SERVICES
AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-3**

This Amendment No. 2 to the Contract is made as of the ____ day of _____, 2021, by and between Palm Beach County, Florida (COUNTY) and **TURNER CONSTRUCTION COMPANY**, 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 for this Contract at 7235 Corporate Center Drive, Suite G Miami, Florida 33126.

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and **TURNER CONSTRUCTION COMPANY** dated August 20, 2019 (R-2019-1147) is in full force and effect and that this merely supplements said Contract; and

WHEREAS, on July 13, 2021 the County entered into Amendment #1 (R-2021-0889) 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 preconstruction, 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 \$ 5,514,105.00 for the construction costs for Work Order TC 01: Chiller 4 and 5 Replacement at (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	650	\$1,000/ Cal Day
Final Completion	30	\$0/ Cal Day

(3) ATTACHMENTS: Exhibit A GMP Revision 2 dated 9/29/2021

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

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

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Lana Burke
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER
SIGNATURE

[Signature]
Signature

Bob P. Hennessey
Name (type or print)

CONSTRUCTION MANAGER:

[Signature]
Signature

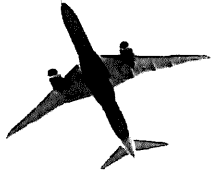
Christian Jahrling

Vice President and General Manager



Exhibit “A”

GMP Revision 2 dated 9/29/2021



Palm Beach
INTERNATIONAL AIRPORT



**CHILLER 4 & 5 REPLACEMENT GMP
REVISION 2
SEPTEMBER 29, 2021**

Turner

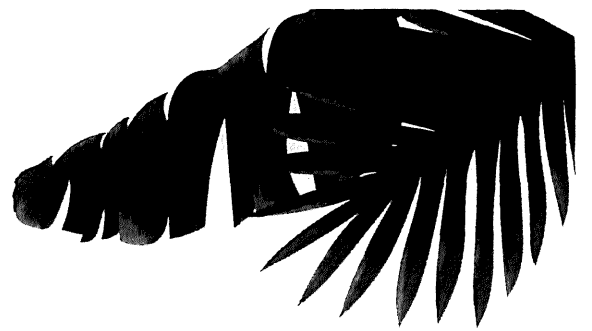


TABLE OF CONTENTS

1. GMP Summary
2. General Requirement & General Conditions
3. Assumptions & Clarifications
4. Project Schedule & Site Logistics Plan
5. Document List
6. Trade Contractor List
7. DBE Utilization Report
8. Bid Tabulation Backup

Turner



Section 1 GMP Summary

Turner



Palm Beach International Airport
Chiller 4 and 5 Replacement

Date: 09/29/2021

Package Number	Package Description	GMP Total
01 00 00	General Requirements	\$ 189,651
02 41 00	Demolition	\$ 26,446
03 00 00	Concrete & Masonry	\$ 147,200
09 26 00	Stucco	\$ 21,000
09 90 00	Temporary Partitions Allowance	\$ 50,000
09 91 00	Painting	\$ 13,743
23 00 00	HVAC	\$ 2,271,870
26 00 00	Electrical	\$ 1,025,768
Subtotal - Direct Trade Work		\$ 3,745,678
	Permit Fees	by Owner
	Subcontractor Default Insurance	\$ 3,360
	Builders Risk Insurance	\$ 44,113
	General Liability	\$ 72,235
	Payment and Performance Bond	\$ 44,113
	Preconstruction Phase Fee	\$ 68,926
	General Conditions	\$ 1,107,400
	CM Fee	\$ 267,675
Subtotal - Indirect Work		\$ 1,607,822
GMP TOTAL		\$ 5,353,500
	Construction Contingency	\$ 160,605
GMP GRAND TOTAL		\$ 5,514,105



Palm Beach International Airport
Chiller 4 and 5 Replacement

Package Number	Listing of Owner Allowances (Included in GMP)	Total
03 00 00	Allowance to remove and reinstall precast stone façade	\$ 25,000
09 90 00	Allowance to furnish, install, and maintain exterior temporary walls	\$ 50,000
23 00 00	Allowance for unexpected mechanical material and equipment escalation	\$ 60,000
23 00 00	Allowance for Fire protection Piping Relocations	\$ 25,000
26 00 00	Allowance for unexpected electrical material and equipment escalation	\$ 25,000
26 00 00	Temporary Generator with Fueling Allowance	\$ 70,000
ALLOWANCE TOTAL		\$ 255,000



Section 2

General Requirement & General Conditions

Turner

TURNER CONSTRUCTION COMPANY
Project: PBIA - Chiller Replacement
Location: Palm Beach County

Date: 29-Sep-21

#	Description	Quantity	Unit	Unit Cost	General Condition Cost	General Requirements
1						
2	TEMPORARY FACILITIES					
3	TOOLS & SUPPLIES					
4	Miscellaneous tools and supplies	13	mos	500	0	6,500
5	SUB TOTAL				0	6,500
6						
7	JOB OFFICE / JOB OFFICE CLEANING					
8	1 Trailer rental - Turner double wide 24 x 60	16	mos	960	0	15,360
9	SUB TOTAL				0	15,360
10						
11	JOB OFFICE SETUP / REMOVAL / ALTERATION					
12	Delivery and setup	1	ea	4,100	0	4,100
13	Demobilize and return	1	ea	4,100	0	4,100
14	SUB TOTAL				0	8,200
15						
16	TOTAL TEMPORARY FACILITIES				\$0	\$30,060
17						
18	TEMPORARY UTILITIES					
19						
20	TEMPORARY PLUMBING & TOILET / INSTALL / REMOVE / MAINTENANCE / USAGE					
21	Job site toilets 2x weekly service + hand sanitizer	36	tm	95.00	0	3,420
22	SUB TOTAL				0	3,420
23						
24	TOTAL TEMPORARY UTILITIES				\$0	\$3,420
25						
26	CLEANING					
27	GENERAL BUILDING					
28	1 Laborer	5	mos	5,974	0	29,868
29	10 hrs overtime per week per person	5	mos	2,240	0	11,201
30	Cleaning Materials - Building	13	mons	150	0	1,950
31	Trash Buggies	5	ea	500	0	2,500
32	SUB TOTAL				0	45,519
33						
34	DIRT CHUTES/ RUBBISH REMOVAL/ RECYCLING					
35	Rubbish removal - 20 yd	16	pulls	375	0	6,000
36	Turner Waste Tracker	13	mos	40.00	0	520
37	SUB TOTAL				0	6,520
38						
39	FINAL CLEANING					
40	Initial final cleaning	7,130	bsf	0.50	0	3,565
41	Final cleaning (including glass)	7,130	bsf	0.75	0	5,348
42	SUB TOTAL				0	8,913
43						
44	TOTAL CLEANING				\$0	\$60,951

TURNER CONSTRUCTION COMPANY

Project: PBIA - Chiller Replacement

Location: Palm Beach County

Date: 29-Sep-21

#	Description	Quantity	Unit	Unit Cost	General Condition Cost	General Requirements
45						
46	PROTECTION & SAFETY					
47	SAFETY PROGRAM / WATCHMAN/ TRAFFIC CONTROL / DRUG TESTING					
48	Safety signage at building entrances	2	ea	500	0	1,000
49	Miscellaneous site safety signage	1	ls	2,000	0	2,000
50	Watchman during working hours	240	hrs	30.00	0	7,200
51	Site Security Access Control System					
52	Badging	10	ea	42	0	420
53	SUB TOTAL				0	10,620
54						
55	SIDEWALK BRIDGES / FENCES					
56	Fence - rental standard chain link	1,000	lf	16.00	0	16,000
57	Add for vision cloth	1,000	lf	4.00	0	4,000
58	Temporary yodock / barriers	1,000	lf	25	0	25,000
59	SUB TOTAL				0	45,000
60						
61	FIRE WATCH / RODENT CONTROLS / EXTINGUISHERS					
62	Fire extinguisher	5	ea	150	0	750
63	Fire extinguisher carts	5	ea	500	0	2,500
64	Fire extinguisher refills	10	ea	50.00	0	500
65	SUB TOTAL				0	3,750
66						
67						
68	FIRST AID FACILITY					
69	First aid kits	1	ea	400	0	400
70	Refill first aid kits	13	mons	100	0	1,300
71	AED unit	1	ea	1,800	0	1,800
72	SUB TOTAL				0	3,500
73						
74	TOTAL PROTECTION AND SAFETY				\$0	\$62,870
75						
76	GENERAL EXPENSE					
77	BLUEPRINTS					
78	Blueprints - job use	13	mons	450	0	5,850
79	Large format laminated prints/copies for Lean information	13	ls	500	0	6,500
80	Close out manuals and documents	1	ls	1,000	0	1,000
81	SUB TOTAL				0	13,350
82						
83	TESTING & INSPECTION / SURVEYS					
84	Material Testing	1	ls	10,000.00	0	10,000
85	Hazardous Material Survey	1	ls	7,000	0	7,000
86	SUB TOTAL				0	17,000
87						
88	RECORDS RETENTION					
89	Record retention	1	ls	2,000	0	2,000
90	SUB TOTAL				0	2,000
91						
92	TOTAL GENERAL EXPENSE				\$0	\$32,350

TURNER CONSTRUCTION COMPANY
Project: PBIA - Chiller Replacement
Location: Palm Beach County

Date: 29-Sep-21

#	Description	Quantity	Unit	Unit Cost	General Condition Cost	General Requirements
93						
94	STAFF					
95	Project Management	582,350	\$		582,350	0
96	Construction	422,040	\$		422,040	0
97	Home Office Employees	103,000	\$		103,000	0
98	SUB TOTAL				1,107,400	0
99						
100	TOTAL STAFF				\$1,107,400	\$0
101						
102	GRAND TOTAL				\$1,107,400	\$189,651



Project: PBIA - Chiller Replacement
Staff Study

Monthly Time Allocation

ITEM	PRECONSTRUCTION							CONSTRUCTION													CLOSEOUT			Monthly FTE	Monthly Rate	Total
	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23			
Project Management																										
Sr. Project Manager	3%	3%	3%	3%	3%	3%	3%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%				2.78	27,707	76,890
Project Manager	50%	50%	50%	50%	50%	50%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	19.50	22,145	431,820
Project Coordinator / Admin								50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%				6.50	11,330	73,640
Construction																										
General Superintendent								100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%			14.00	22,351	312,910
Superintendent								50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%				6.50	16,789	109,130
Home Office Employees																										
Home Office Employees	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%				20.00	5,150	103,000



Section 3

Assumptions & Clarifications

Turner

GMP SCOPE ASSUMPTIONS & CLARIFICATIONS

Below is a listing of assumptions and clarifications that form the basis of the scope that is included and not included in the GMP. Where actual conditions on the project differ from the assumptions and clarifications listed below, the estimate may require adjustment. These assumptions and clarifications serve to clarify, and take precedence over, details or items shown within RFP Documents, in the event there is a discrepancy between or among them.

GENERAL

1. The GMP is based on the 100% Construction Document dated June 29, 2021 by AECOM. Please see document list included with this GMP dated September 15, 2021.
2. The General Requirement & General Conditions costs included in this GMP assumes a stand-alone project. If the Chiller project occurs concurrently with the Switchgear NPDS Replacement project, we will be able to offer savings due to those efficiencies.
3. The health and safety of all Turner employees, trade partners, and others on our project sites continues to be our top priority. As such, we have developed the following protocols, standards and requirements for all projects in order to reduce the risk of contracting or spreading COVID-19 (collectively the Turner COVID-19 Protocols and Provisions):
 - Project Mitigation Measures
 - Containing the Spread of COVID-19
 - COVID-19 Personal Protective Equipment

We have included the cost and schedule impacts in our GMP to the extent included in or required by the above referenced Turner COVID-19 Protocols and Provisions.

Any additional/alternative measures required by the Owner (including, but not limited to vaccination mandates), mandated by applicable law or regulation, recommended by CDC or OSHA, or other authorities having jurisdiction, or schedule or cost impacts caused by events outside of Turner's control, including without limitation delays and additional costs arising from COVID-19 including, but not limited to, financial shocks, supply chain disruptions, labor force disruptions and/or travel disruptions or other causes beyond Turner's reasonable control or responsibility, shall entitle Turner to an equitable adjustment of the Contract Sum and/or Contract Time. This specifically includes, but is not limited to, delays and cost escalation arising from COVID-19 cases that trigger requirements for the quarantining of individuals per our above listed protocols, as may be amended from time to time.

4. This GMP is based upon the provided Project Schedule dated 09-14-2021 and contingent upon receiving a Notice To Proceed as indicated. Due to volatility in the construction market and its supply chain, Turner reserves its right to amend the GMP prior to receiving the Notice to Proceed for impacts beyond Turner's control. We assume that material prices will remain stable from the date of this Proposal to the execution of the applicable Subcontracts. To the extent material prices or supply chain impacts are inconsistent with the assumptions in this GMP, Turner will receive an equitable adjustment of the Guaranteed Maximum Price and the Contract Time. We recommend that the Owner maintain an allowance or Owner-held contingency to mitigate these risks. Additionally, the GMP includes the below trade specific allowances should unexpected escalation impacts occur:
 - a. An allowance in the amount of \$60,000 is included for unexpected escalation for mechanical materials and equipment.
 - b. An allowance in the amount of \$25,000 is included for unexpected escalation of electrical materials and equipment.

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5. This GMP assumes the Owner and Architect will expeditiously review submittals so as to release materials for order and fabrication. Due to current supply chain disruptions, Owner and Architect will cooperate with Turner and its Subcontractors in revising specifications for material and equipment experiencing significant shortages or delays so as to maintain the Contract Time. This proposal assumes that such revisions are not a substitution and are subject to an additive or deductive (as appropriate) adjustment in the Guaranteed Maximum Price and the Contract Time.
6. This GMP assumes state funding and includes compliance with Appendix B. This GMP excludes compliance with Appendices A, C, and D and therefore makes no provisions to accommodate any federal funding, support, or involvement nor does the GMP include compliance with any Federal Acquisition Regulations or flow-downs.
7. This GMP does not include any provisions for Buy America or Buy American Act(s).
8. The following general scope items are **included** in the GMP:
 - a. Construction Contingency
 - b. Subcontractor Default insurance or subcontractor bonding
 - c. Payment & Performance Bond
 - d. Builder's Risk Insurance
 - e. Palm Beach County Living Wage Rate
 - f. Corporate General Liability and Workers Compensation
 - g. Sales tax on applicable materials and equipment
 - h. Owner Allowances
9. The following general scope items are **not included** in the GMP and are assumed to be not required, by others, or by the Owner:
 - a. Hazardous material handling and abatement
 - b. Master Building Permit
 - c. Impact Fees
 - d. Utility service charges or consumption costs
 - e. Architectural & engineering fees
 - f. Environmental Site Assessments
 - g. Geotechnical site investigation (soils report)
 - h. Not Used
 - i. 3rd party inspection fees
 - j. Inspector General costs
 - k. Owner Contingency
 - l. Fire watch including but not limited to Fire department fees and fire alarm monitoring fees
 - m. BIM Services
 - n. Security Guard Services
10. The windstorm deductible for Builder Risk Insurance is \$250,000 or 5% of the work-in-place at the time of the incident, whichever is greater.
11. Deductibles for insurance products is not included. If required, it is understood the deductibles are to be funded through additive change order to the project.
12. The GMP assumes that all existing site conditions are accurately represented on the drawings, and does not include any costs arising from changes required to address differing site conditions.

Turner

13. It is assumed that the design documents provided as the basis of this GMP are consistent with all laws, codes, and regulations affecting this project. Any changes required resulting from the permit reviews of the drawings, or during inspections due to the AHJ's interpretation of the design and codes, would need to be addressed via change order.
14. The GMP assumes that electronic drawing files (Autocad or Revit) will be provided to Turner and its trade subcontractors at no charge for use in generating shop drawings and delegated design components, and for trade coordination.
15. Not Used
16. Not Used
17. Any delays to this schedule caused by third parties such as building inspectors, or code consultants, or municipal agencies having jurisdiction over the project, shall be the basis of a Change Order to the contract for time extensions and additional compensation. Delays caused by PZB inspectors issuing Correction Notices due to installation not meeting FBC or NEC Requirements will not be entitled for time extension or additional compensation.
18. Liquidated Damages have not been defined at the time of GMP submission. Liquidated Damages are assumed to be limited to the below conditions, capped at the CM Fee:
 - a. Liquidated Damages to be assessed, not to exceed \$1,000 per day beyond Substantial Completion
 - b. Liquidated Damages to be assessed, not to exceed \$250 per day beyond Final Completion
19. Hazardous material handling is excluded from the GMP. It is assumed PBIA will provide a full hazardous material survey prior to the commencement of work.
20. It is understood any cost for hurricane preparedness is to be funded from Construction Contingency.
21. The GMP includes Owner Allowances for items that are undefined in terms of design, quality, or quantity. Turner will keep the Owner notified when allowance dollars are being utilized and will request prior approval, to the extent practical to allow for the work to proceed along with the schedule. If the cost, when finalized, is more than the Allowance, the GMP shall be adjusted accordingly pursuant to the contract.

B – SHELL

22. An allowance of \$25,000 is included for removal and reinstallation of the precast stone façade up to the nearest joint.

C – INTERIORS

23. This GMP includes a max stucco system thickness of 7/8". A scratch coat of 3/8", brown coat of 3/8" and a finish coat of 1/8" is included for the stucco wall system application. A preblended fiber base coat by Spec Mix is included for each coating application. Acryl 60 by BASF is included as the bonding agent.

Turner

24. This GMP includes two finish coats of Sherwin Williams Pro Mar 200 eggshell at the interior of the CMU wall infill. One prime coat, one finish coat of Superpaint Exterior satin is included at the exterior of the CMU wall infill. The GMP includes extending the paint from corner to corner at a maximum height of 12 ft.
25. This GMP includes Armorseal 8100 floor coating at new equipment pad areas and areas where demo, grinding and leveling of existing pads occur.
26. This GMP includes Pro Industrial Acrylic semi-gloss paint at exposed MEP pipes for new work only. Painting of existing exposed MEP pipe is not included.
27. An allowance of \$50,000 is included to provide lockable temporary measures at the exterior opening after wall removal.

D – SERVICES

HVAC & CONTROLS

28. This GMP assumes existing valves, pumps, chillers slated to remain in place are in good working order and would not require any replacement or maintenance during the course of this work.
29. This GMP only includes commissioning assistance. This proposal assumes that the Commissioning Authority (CA) will be an independent firm hired by the Owner as per spec section 230800.
30. Note 3 on drawing M-401 indicates removal of existing Honeywell control system. However, based on correspondence with Advanced Control Corporation, we have assumed that all the controls for the existing chillers have already been upgraded to the Schneider electric Continuum controls. In addition, any scope of work associated with note 3 on sheet M-401 is excluded.
31. This GMP includes furnish, install and integration of controls for the new chillers, VFDs and pumps. Replacing or furnishing new controls for existing chillers or pumps are excluded.
32. Note 25 on drawing M-401 states "The contractor shall provide conduit and conductors required to coordinate control wiring requirements between the chiller control panels (for both new and existing chillers) and the new chiller starters." It is not clear to what is indicated in this statement. This GMP includes integration of controls for Chiller 4 & 5 only. Controls for Chillers 1,2,3 is assumed to remain as is.
33. This GMP includes the flushing and cleaning of newly installed chilled and condenser water piping as per specs. Any flushing and cleaning of existing systems and/or piping is excluded.
34. This GMP assumes that the owner's facilities management team will coordinate and run the existing chillers and pumps on Hard Manual mode at required settings, during the install and integration of the new controls system for the chiller plant. This proposal excludes maintenance of any existing equipment that may be affected from running the system on hard manual mode.
35. This proposal excludes temporary air conditioning for any area that may be affected during shutdowns and tie-ins of the HVAC system required to complete the required scope of work. Temporary chiller, temporary cooling tower, and temporary pump are included as indicated in the

Turner

design documents and it is assumed this will be adequate and the only temporary cooling needs for the project.

36. It is assumed the existing subsurface and pavement area where the crane will be setup to deliver the chiller equipment can support the crane without additional cribbing, plating and dunnage, beyond what is typically provided by cranes.
37. Fire protection relocations are not identified on the drawings. However, an allowance in the amount of \$25,000 is included to adjust any existing sprinkler lines should it be required to complete the chiller replacement scope.

ELECTRICAL & LOW VOLTAGE SYSTEMS

38. Existing electrical panel shutdowns will be required to complete this scope of work. All shutdowns are to be coordinated and performed during off hours between the hours of 11pm and 5am. Contractor's anticipated shutdown durations will need to be submitted for DOA approval in advance. DOA approved shutdown durations are contingent on the critical nature of the systems that the switchboard/panel supplies power to. Shutdowns durations of critical systems may be limited to (1) hour or less, while other non-critical systems may utilize the entire 6 hours.
39. This GMP includes a \$70,000 allowance for temporary power to maintain equipment during shutdowns.
40. Bacnet & EMS is unclear for what to provide communication connectivity wise. This proposal includes an allowance for (2) Cat6 data drops at 150lf per device for the following electrical equipment: MCC-CP1 Main, MCC-CP2 Main, VFD-CT4, VFD-CT5, & VFD-PP4.
41. Per RFI #1, it is assumed the campus wide dashboard system will be part of another PBIA project and will be installed prior to the Chiller scope of work.
42. Switchgear Provisions for the campus wide dashboard systems has been included. Final connections and testing to be performed when system is commissioned under the switchgear replacement project.
43. Additional shut downs not indicated on drawing maybe required to re-locate/modify existing systems to accommodate the removal of electrical and mechanical equipment.
44. Bringing existing conditions up to code untouched by this scope of work is not included.
45. On-site mechanic supervision or watchmen services are assumed to be not required to monitor the temporary chiller and cooling tower operations.

F – SPECIAL CONSTRUCTION & DEMOLITION

DEMOLITION

46. Modification to existing exterior canopies is excluded. It is assumed equipment delivery and scope of work can occur while the canopies remain in place.

END OF SCOPE CLARIFICATIONS

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Section 4

Project Schedule & Site Logistics Plan

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PBIA Chiller Replacement 100%

Activity ID	Activity Name	Original Duration	Start	Finish
PBI Chiller Replacement 100%		590	29-Mar-21 A	13-Sep-23
Preconstruction & Procurement		168	29-Mar-21 A	17-Jan-22
A1010	90% Construction Document Development	68	29-Mar-21 A	02-Jul-21
A1030	90% Estimate Review	15	14-Jun-21	02-Jul-21
A1020	90% Constructability Review	15	06-Jul-21	26-Jul-21
A2570	100% CD Development and GMP Procedures Approval	14	06-Jul-21	23-Jul-21
A1040	GMP Bid Process & Delivery	37	26-Jul-21	15-Sep-21
A1050	PBI GMP Review and Approval	10	16-Sep-21	29-Sep-21
A2600	Permitting	60	16-Sep-21	10-Dec-21
A2580	Palm Beach Board Review and Approval	25	30-Sep-21	03-Nov-21
A1060	Issue NTP/GMP Amendment	0		03-Nov-21
A1070	Trade Partner / Bid Package Awards	39	04-Nov-21	03-Jan-22
A2590	Owner Direct Purchase (ODP) Process	10	04-Jan-22	17-Jan-22
Temporary Chiller Prep & MCC-N		165	18-Jan-22	20-Oct-22
A2560	MCC Buckets, VFDs, Breakers Release Lead Time	115	18-Jan-22	28-Jun-22
A1110	CBDs Release Lead Time	110	28-Apr-22	29-Sep-22
A2290	Pour New Pad for MCC CP Extension	3	24-Jun-22	28-Jun-22
A2300	Install New Section in MCC CP	8	29-Jun-22	11-Jul-22
A2310	Relocate Sections from MCC-N to MCC CP	8	12-Jul-22	21-Jul-22
A2320	Relocate Sections from MCC1 to MCC CP	9	22-Jul-22	03-Aug-22
A2330	DEMO: MCC-N and Feeds	9	04-Aug-22	16-Aug-22
A2340	DEMO: Sections in MCC-1 (SPD, CP4, PP4, CT4, SP3)	5	17-Aug-22	23-Aug-22
A1100	Temporary Chiller Release Lead Time	30	18-Aug-22	29-Sep-22
A2350	Install New Bacnet Communication Hardware	8	24-Aug-22	02-Sep-22
A2360	Install New EMS	4	06-Sep-22	09-Sep-22
A2370	Intercept Conductors at Existing JBoxes and Polaris Splice	5	12-Sep-22	16-Sep-22
A2380	Relocate/Raise Existing Conduit for Chiller Demo	9	19-Sep-22	29-Sep-22
A1120	Install CBD-8, CBD-10 and CBD-12 Sections in Substation D	7	30-Sep-22	10-Oct-22
A1130	Temporary Chiller Delivery and Installation	1	30-Sep-22	30-Sep-22
A1140	Install temp power for Chiller (conduit/feeder) and terminate	15	30-Sep-22	20-Oct-22
Mechanical Phase 1 Demo		28	11-Oct-22	17-Nov-22
A1170	Provide 8" chws/r hose set for temporary chiller and pump package	8	11-Oct-22	20-Oct-22
A1160	Provide new tee and valves for isolation and tie in of temporary chiller.	4	17-Oct-22	20-Oct-22
A1150	Close existing valve for system isolation and drainage	2	19-Oct-22	20-Oct-22
A1180	Dashed line indicates schedule 80 pvc piping for temporary chiller bridge decoupler piping. Provide increaser/reducer as	2	19-Oct-22	20-Oct-22
A1190	MILESTONE: TEMP CHILLER OPERATIONAL	0		20-Oct-22
A1200	Provide new 16" pipe header with isolation valves as shown. 10" tap mounted to 16" he	4	21-Oct-22	26-Oct-22
A1210	Demolish existing 8" bypass line and associated supports and accessories. Provide new 8" valve at 14" chws supply main.	1	27-Oct-22	27-Oct-22

Turner

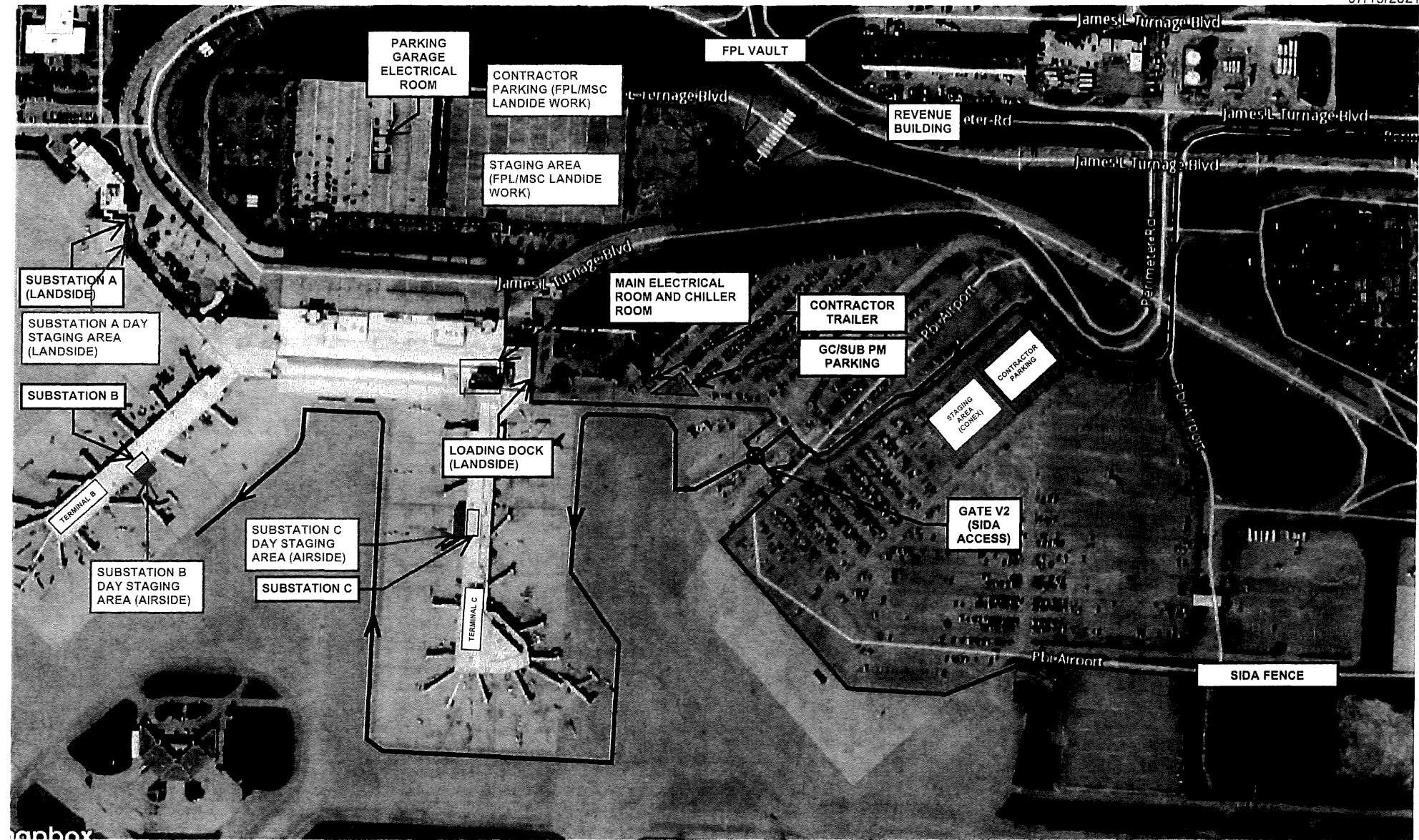
PBIA Chiller Replacement 100%

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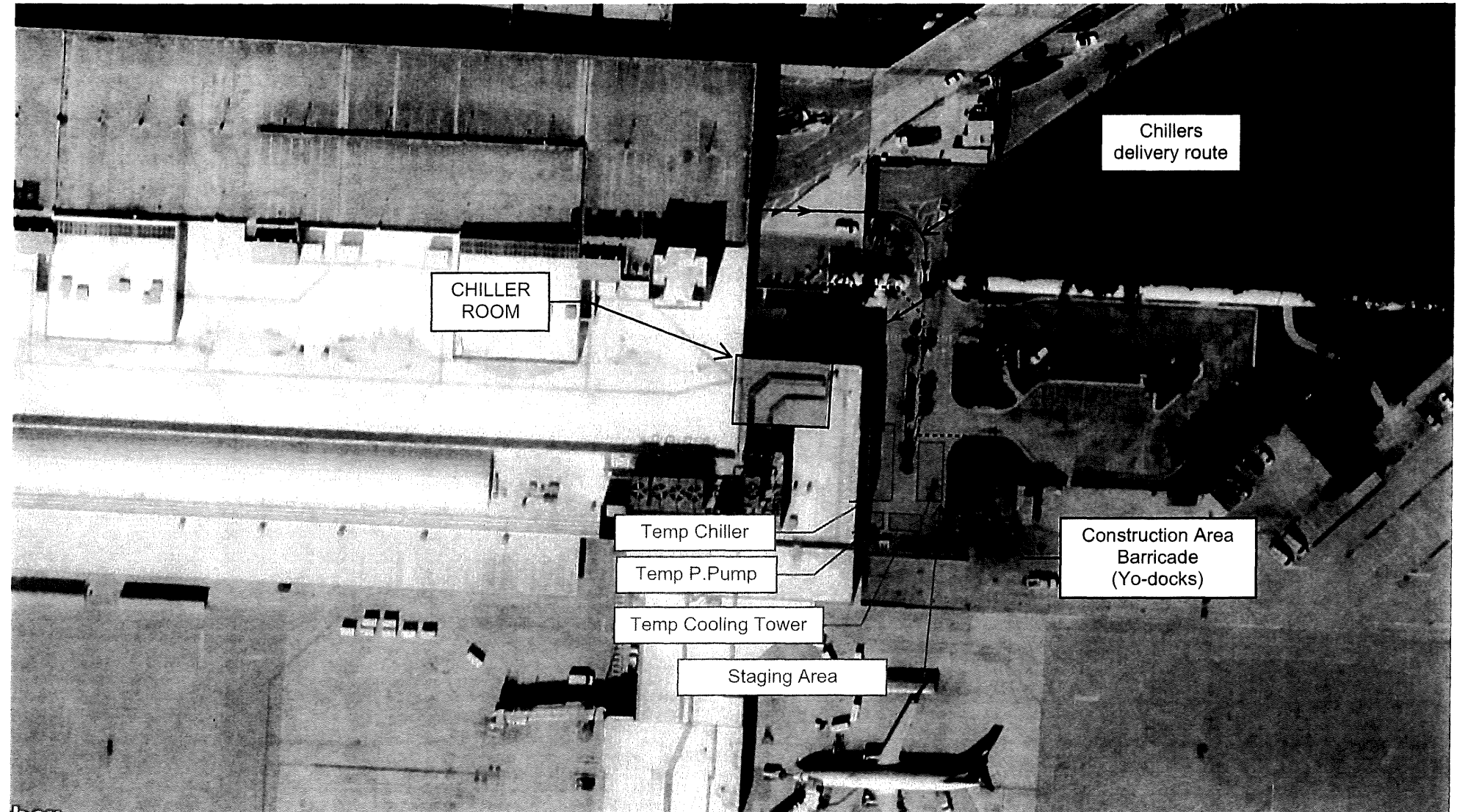
PBIA Chiller Replacement 100%

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*Logistics Plan may be revised as needed by DOA.

PBIA LOGISTICS PLAN



**MECHANICAL EQUIPMENT DELIVERY
LOGISTICS PLAN**



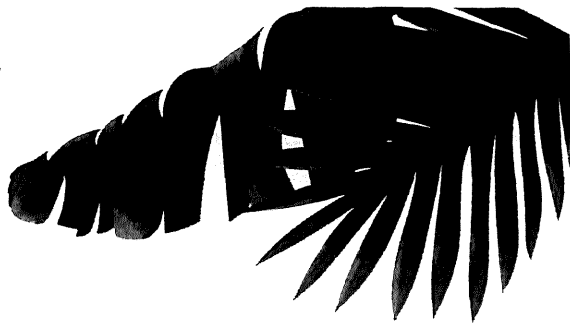
Section 5

Document List

Turner

PBIA - CHILLER 4 & 5 REPLACEMENT
PALM BEACH INTERNATIONAL AIRPORT - 1000 Turnage Blvd, West Palm Beach, FL 33406

DOCUMENT LIST			
DOCUMENT DESCRIPTION	ISSUANCE	ISSUED DATE	TURNER RECEIVED DATE
DRAWINGS:			
<u>GENERAL:</u>			
G-001 COVER SHEET	100% CD's	6/29/2021	7/7/2021
G-002 GENERAL NOTES	100% CD's	6/29/2021	7/7/2021
<u>ELECTRICAL:</u>			
E-001 ELECTRICAL GENERAL NOTES	100% CD's	6/29/2021	7/7/2021
E-002 ELECTRICAL LEGEND	100% CD's	6/29/2021	7/7/2021
E-003 FIRST LEVEL ELECTRICAL KEY MAP	100% CD's	6/29/2021	7/7/2021
E-004 CHILLER PLANT ELECTRICAL DEMOLITION PLAN	100% CD's	6/29/2021	7/7/2021
E-005 CHILLER PLANT ELECTRICAL INSTALLATION PLAN	100% CD's	6/29/2021	7/7/2021
E-006 SUBSTATION D ELECTRICAL RM & TEMP UNIT LOCATIONS	100% CD's	6/29/2021	7/7/2021
E-007 FOURTH LEVEL ELECTRICAL KEY MAP	100% CD's	6/29/2021	7/7/2021
E-008 COOLING TOWER ELECTRICAL PLAN	100% CD's	6/29/2021	7/7/2021
E-009 ELECTRICAL ONE-LINE DIAGRAMS -DEMOLITION	100% CD's	6/29/2021	7/7/2021
E-010 ELECTRICAL ONE-LINE DIAGRAMS -DEMOLITION	100% CD's	6/29/2021	7/7/2021
E-011 ELECTRICAL ONE-LINE DIAGRAMS -MODIFICATIONS	100% CD's	6/29/2021	7/7/2021
E-012 ELECTRICAL ONE-LINE DIAGRAMS -MODIFICATIONS	100% CD's	6/29/2021	7/7/2021
E-013 ELECTRICAL ONE-LINE DIAGRAMS -MODIFICATIONS	100% CD's	6/29/2021	7/7/2021
E-014 ELECTRICAL RISER DIAGRAMS	100% CD's	6/29/2021	7/7/2021
E-015 ELECTRICAL SCHEMATIC DIAGRAMS	100% CD's	6/29/2021	7/7/2021
E-016 ELECTRICAL SCHEMATIC DIAGRAMS & SCHEDULES	100% CD's	6/29/2021	7/7/2021
E-017 ELECTRICAL SCHEDULES	100% CD's	6/29/2021	7/7/2021
E-018 ELECTRICAL DETAILS	100% CD's	6/29/2021	7/7/2021
<u>MECHANICAL:</u>			
M-001 GENERAL NOTES AND LEGEND	100% CD's	6/29/2021	7/7/2021
M-002 HVAC SCHEDULES	100% CD's	6/29/2021	7/7/2021
M-101 CHILLER PLANT PHASING PLAN	100% CD's	6/29/2021	7/7/2021
M-102 CHILLER PLANT DEMOLITION	100% CD's	6/29/2021	7/7/2021
M-103 CHILLER PLANT NEW WORK	100% CD's	6/29/2021	7/7/2021
M-104 CHILLER PLANT SECTIONS	100% CD's	6/29/2021	7/7/2021
M-201 CHILLER PLANT SCHEMATIC -PHASE 1 DEMO	100% CD's	6/29/2021	7/7/2021
M-202 CHILLER PLANT SCHEMATIC -PHASE 2 DEMO	100% CD's	6/29/2021	7/7/2021
M-203 CHILLER PLANT SCHEMATIC -PHASE 2 NEW	100% CD's	6/29/2021	7/7/2021
M-204 CHILLER PLANT SCHEMATIC -PHASE 3 DEMO	100% CD's	6/29/2021	7/7/2021
M-205 CHILLER PLANT SCHEMATIC -PHASE 3 NEW	100% CD's	6/29/2021	7/7/2021
M-301 MECHANICAL DETAILS	100% CD's	6/29/2021	7/7/2021
M-302 MECHANICAL DETAILS	100% CD's	6/29/2021	7/7/2021
M-303 MECHANICAL DETAILS	100% CD's	6/29/2021	7/7/2021
M-401 MECHANICAL CONTROLS	100% CD's	6/29/2021	7/7/2021
M-402 MECHANICAL CONTROLS	100% CD's	6/29/2021	7/7/2021
M-403 MECHANICAL CONTROLS	100% CD's	6/29/2021	7/7/2021
M-404 MECHANICAL CONTROLS	100% CD's	6/29/2021	7/7/2021
M-501 REFERENCE PHOTOS	100% CD's	6/29/2021	7/7/2021
<u>STRUCTURAL:</u>			
S-101 GENERAL NOTES AND LOAD SCHEDULE	100% CD's	6/29/2021	7/7/2021
S-201 SECTIONS, DETAILS & PLAN	100% CD's	6/29/2021	7/7/2021
S-301 TYPICAL DETAILS	100% CD's	6/29/2021	7/7/2021
<u>ADDITIONAL INFORMATION:</u>			
CHILLER 4 & 5 REPLACEMENT 100% TECH SPECS	100% CD's	6/29/2021	7/7/2021
ASBESTOS SURVEY PBIA CHILLER 4 & 5	FINAL REPORT	7/23/2021	7/24/2021



Section 6
Trade Contractor List

Turner



Palm Beach International Airport
Chiller 4 and 5 Replacement
Trade Partner List

Date: 09/29/2021

Package Number	Package Description	Trade Partner Name
02 41 00	Demolition	Alloy dba Prism Response
03 00 00	Concrete & Masonry	Alen Construction
09 26 00	Stucco	Alen Construction
09 90 00	Temporary Partitions Allowance	Allowance
09 91 00	Painting	Service Contracting Solutions
23 00 00	HVAC	B&I Contractors, Inc
26 00 00	Electrical	Davco Electrical



Section 7

DBE Utilization Report

Turner



Palm Beach International Airport
Chiller 4 and 5 Replacement
DBE Utilization Report

Date: 09/29/2021

Package Number	Package Description	Company Name	GMP SOV	DBE Utilization Percentage	Anticipated DBE Utilization Amount	% of GMP
01 00 00	General Requirements	Various	\$ 189,651	13%	\$ 23,847	0.43%
02 41 00	Demolition	Alloy dba Prism Response	\$ 26,446	0%	\$ -	0.00%
03 00 00	Concrete & Masonry	Alen Construction	\$ 147,200	83%	\$ 122,200	2.22%
09 26 00	Stucco	Alen Construction	\$ 21,000	100%	\$ 21,000	0.38%
09 90 00	Temporary Partitions Allowance	Allowance	\$ 50,000	0%	\$ -	0.00%
09 91 00	Painting	Service Contracting Solutions	\$ 13,743	0%	\$ -	0.00%
23 00 00	HVAC	B&I Contractors, Inc	\$ 2,271,870	15%	\$ 340,781	6.18%
26 00 00	Electrical	Davco Electrical	\$ 1,025,768	15%	\$ 153,865	2.79%
	Totals				\$ 661,693	12.00%

Performance and Payment Bond(s)

CONTRACT PERFORMANCE BOND

BOND NUMBER	See Attachment A
BOND AMOUNT	<u>\$6,010,614.00</u>
CONTRACT AMOUNT	<u>\$6,010,614.00</u>
COINTRACTORS NAME	<u>Turner Construction Company</u>
CONTRACTORS ADDRESS	<u>7235 Corporate Center Dr Suite G</u> <u>Miami, FL 33126</u>
CONTRACTOR’S PHONE:	<u>786-621-9000</u>
SURETY COMPANY	<u>See Attachment A</u>
SURETY’S ADDRESS	<u>See Attachment A</u>
OWNER’S NAME:	PALM BEACH COUNTY
OWNER’S ADDRESS:	<u>c/o Department of Airports</u> <u>846 Palm Beach International Airport</u> <u>West Palm Beach, Florida 33406-1470</u>
OWNER’S PHONE:	(561) 471-7462
DESCRIPTION OF WORK:	<u>The project consist of replacement of chiller 4 & 5 along with</u> <u>replacement of the chiller primary pump, condenser pump and temporary</u> <u>provisions, which will include a temporary chiller and cooling tower.</u>
PROJECT LOCATION:	<u>Palm Beach International Airport</u> <u>3200 Belvedere Road</u> <u>West Palm Beach, Florida 33406</u>
LEGAL DESCRIPTION:	<u>PCN 00 43 43 31 01 001 0010</u>

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Six Million Ten Thousand Six Hundred Fourteen and no/100 (\$6,010,614.00).** 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: **Chiller 4 & 5 Replacement**
Project No.: **DOA 18-3 (Work Order TC 01)**
Project Description: The project consist of replacement of chiller 4 & 5 along with replacement of the chiller primary pump, condenser pump and temporary provisions, which will include a temporary chiller and cooling tower.
Project Location: **Palm Beach International Airport**

in accordance with Design Criteria drawings and specifications prepared by

AECOM. 650 West Courtney Campbell Causeway Tamp, Florida 33607 Ph: (813) 286-1711	Quantum Electrical Engineering, Inc. 2755 Vista Parkway, Suite I-9 West Palm Beach, FL 33411 Ph: 561-210-9224
Johnson, Levinson, Ragan, Davila Inc 1450 Centrepark Boulevard, Suite 350 West Palm Beach, Florida 33401 (561) 689-2303	

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 for construction of **Replacement of Chillers 4 & 5 at Palm Beach International Airport (PBI)**, Contract No. **DOA 18-3 (TC 01)** , 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.

Turner Construction Company

PRINCIPAL:

CHESTON E. JARUNG

By: (Print)

[Signature]

Signature

Vice President / General Manager



Address:

7235 Corporate Center Drive
Miami FL, 33126

SURETY See Attachment A

Elliott W Wolffe

By: (Print)

[Signature]

Signature

Attorney in Fact

Title

Seal

Address

250 Pehle Ave Suite 311
Saddle Brook, NJ 07663

[Signature]

Witness for the Principal

[Signature]

Witness for the Surety

John F Surano

CONTRACT PAYMENT BOND

BOND NUMBER: See Attachment A

BOND AMOUNT: \$6,010,614.00

CONTRACT AMOUNT: \$6,010,614.00

CONTRACTOR’S NAME: Turner Construction Company

CONTRACTOR’S ADDRESS: 7235 Corporate Center Dr Suite G
Miami, FL 33126

CONTRACTOR’S PHONE: 786-621-9000

SURETY COMPANY: See Attachment A
SURETY’S ADDRESS: See Attachment A

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) 471-7462

DESCRIPTION OF WORK: The project consist of replacement of chiller 4 & 5 along with replacement of the chiller primary pump, condenser pump and temporary provisions, which will include a temporary chiller and cooling tower

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 **Six Million Ten Thousand Six Hundred Fourteen and no/100 (\$6,010,614.00)** 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: **Chiller 4 & 5 Replacement**
Project No.: **DOA 18-3 (Work Order TC 01)**
Project Description: The project consist of replacement of chiller 4 & 5 along with replacement of the chiller primary pump, condenser pump and temporary provisions, which will include a temporary chiller and cooling tower
Project Location: **Palm Beach International Airport**

in accordance with Design Criteria drawings and specifications prepared by

AECOM.	Quantum Electrical Engineering, Inc.
650 West Courtney Campbell Causeway	2755 Vista Parkway, Suite I-9
Tamp, Florida 33607	West Palm Beach, FL 33411
Ph: (813) 286-1711	Ph: 561-210-9224

Johnson, Levinson, Ragan, Davila Inc
1450 Centrepark Boulevard, Suite 350
West Palm Beach, Florida 33401
(561) 689-2303

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 and lienors 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 **Third Level Interior Improvements Phase 1B at Palm Beach International Airport (PBI)**, Contract No. **DOA 18-3 (MC 06)**, 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 712.23, Florida Statutes as amended for the notice and time limitations for claimants.

Turner Construction Company

PRINCIPAL:

CHRISTIAN E. JAMRUNG

By: (Print)

[Signature]

Signature

Vice President & General Manager



Address:

7235 Corporate Center Drive
Miami, FL 33126

SURETY See Attachment A

Elliott W Wolffe

By: (Print)

[Signature]

Signature

Attorney in Fact

Title

Seal

Address 250 Pehle Ave Suite 311

Saddle Brook, NJ 07663

[Signature]

Witness for the Principal

John F. Surano

Witness for the Surety

John F. Surano

ATTACHMENT A

BOND NUMBERS:	Liberty Bond No.:	015214619
	Travelers Bond No.:	107433036
	F&D/Zurich Bond No.:	9374499
	Federal Bond No.:	K40399793
	Continental Bond No.:	30138067
	Berkshire Bond No.:	47-SUR-300033-01-0561

Liberty Mutual Insurance Company, a Massachusetts Corporation
Travelers Casualty and Surety Company of America, a Connecticut corporation
Fidelity and Deposit Company of Maryland, a Illinois corporation
Zurich American Insurance Company, a New York corporation
Federal Insurance Company, an Indiana corporation
The Continental Insurance Company, a Pennsylvania Corporation
Berkshire Hathaway Specialty Insurance Company, a Nebraska Corporation

Liberty Mutual Insurance Company – A.M. Best Rating A XV

175 Berkeley Street, Boston, MA 02116

Mailing Address for Notices:

Gretchen Eck, Senior Surety Claims Counsel

2815 Forbs Avenue, Suite 102

Hoffman Estates, IL 60192

Bond No. 015214619

Travelers Casualty and Surety Company of America – A.M. Best Rating A++ XV

Construction Services, One Tower Square, Hartford, CT 06183

Bond No. 107433036

Fidelity and Deposit Company of Maryland

Zurich American Insurance Company - A.M. Best Rating A+ XV

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196

Bond No. 9374499

Federal Insurance Company – A.M. Best Rating A++ XV

202B Hall's Mill Road, Whitehouse Station, NJ 08889

Bond No. K40399793

The Continental Insurance Company – A.M. Best Rating A XV

151 N Franklin Street, Chicago, IL 60606

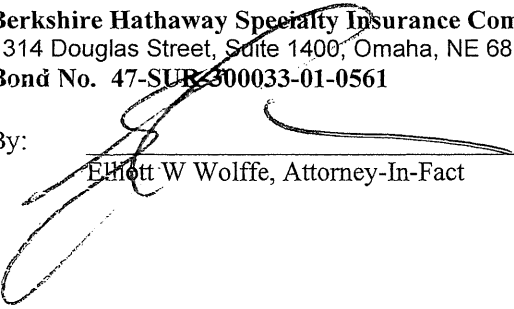
Bond No. 30138067

Berkshire Hathaway Specialty Insurance Company – A.M. Best Rating A++ XV


1314 Douglas Street, Suite 1400, Omaha, NE 68102

Bond No. 47-SUR-300033-01-0561

By:


Elliott W. Wolffe, Attorney-In-Fact

Witness:


John F. Surano

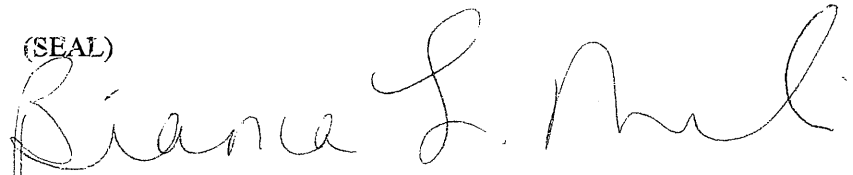
CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 1ST day of October, 2021 before me personally came Elliott W. Wolffe to me known, who, being by me duly sworn, did depose and say that she/he resides in Livingston, New Jersey that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



BIANCA L. MELI

NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES
SEPTEMBER 30, 2024

AUTHORIZATION TO INSERT DATE OF CONTRACT ON BONDS

DATE: October 1, 2021

TO: Palm Beach County

RE: Turner Construction Company ("as Contractor")
 Chiller 4 & 5 Replacement
 DOA 18-3 (Work Order TC 01)
 Palm Beach International Airport

TURNER BOND NOS. Liberty Bond #– 015214619
 Travelers Bond # - 107433036
 F&D/Zurich Bond # - 9374499
 Federal Bond # - K40399793
 Continental Bond # - 30138067
 Berkshire Hathaway Bond # - 478-SUR-300033-01-0561

Dear Sir or Madam:

The Performance and Payment Bond covering the referenced project were executed by this agency, an authorized representative for the undersigned Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, and Berkshire Hathaway Specialty Insurance Company for Turner Construction Company on October 1, 2021.

We hereby authorize Palm Beach County to date the bonds to coincide with the date of the contract.

By:  _____
Elliott W Wolfe, Attorney-In-Fact
Turner Surety and Insurance Brokerage, Inc.
250 Pehle Avenue, Suite 311, Saddle Brook, NJ 07663
Direct: 201.267.7510 | Cell 201.527.5282 | jsurano@tsibinc.com | CA License # 0E81386



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206136-974450

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charo J. Rosemond, Elliott W. Wolfe, James Baldassare, Jr., John F. Surano, Krista A. Burke, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, Sherryanne M. DePirro

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2021



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits	\$2,058,007,542	Unearned Premiums.....	\$8,448,706,991
*Bonds — U.S Government.....	2,209,760,437	Reserve for Claims and Claims Expense	23,879,216,613
*Other Bonds.....	15,902,755,586	Funds Held Under Reinsurance Treaties.....	343,068,613
*Stocks	18,517,107,230	Reserve for Dividends to Policyholders.....	1,192,716
Real Estate.....	193,169,809	Additional Statutory Reserve	77,397,000
Agents' Balances or Uncollected Premiums.....	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	118,399,147	Other Liabilities	6,279,510,804
Other Admitted Assets.....	12,079,597,645	Total	\$39,029,092,737
Total Admitted Assets	<u>\$58,048,967,865</u>	Special Surplus Funds.....	\$178,155,102
		Capital Stock.....	10,000,075
		Paid in Surplus	10,945,045,214
		Unassigned Surplus.....	7,886,674,737
		Surplus to Policyholders	19,019,875,128
		Total Liabilities and Surplus	<u>\$58,048,967,865</u>



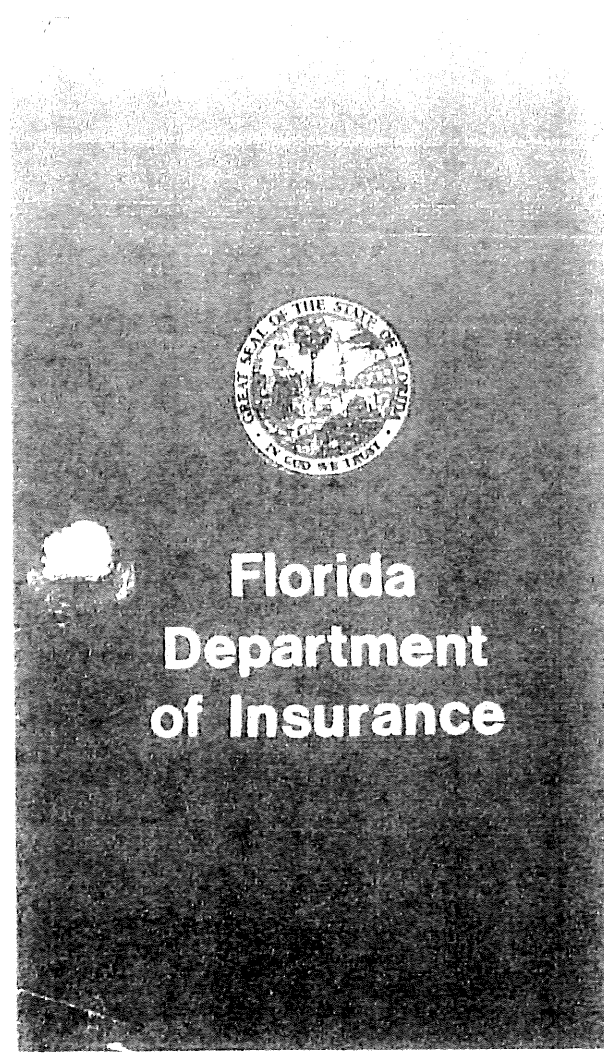
* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMikolajewski

Assistant Secretary




LIBERTY MUTUAL INSURANCE COMPANY

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: October 11, 1918
No. 91-04-1543470



Tom Gallagher
Treasurer and Insurance Commissioner



**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 **Elliott W. Wolfe** of **SADDLE BROOK**, 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.

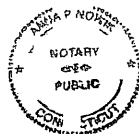
By: _____

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 **October**, 2021



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.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONNECTICUT 06183
FINANCIAL STATEMENT AS OF DECEMBER 31, 2020
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,159,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	46,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	588,668
		TOTAL LIABILITIES	\$2,534,855,020
		CAPITAL STOCK	\$6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	\$2,091,034,807
TOTAL ASSETS	\$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	\$4,625,889,627

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

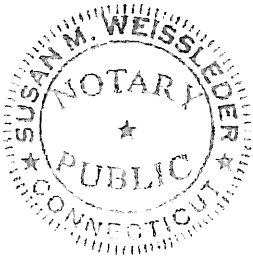
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: October 23, 1985
No. 97-06-0907370



Bill Nelson

Bill Nelson
Treasurer and Insurance Commissioner

**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, **Krista A. BURKE, Charo J. ROSEMOND, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, Elliott W. WOLFFE, James BALDASSARE, JR. And John F. SURANO**, of Saddle Brook, New Jersey, 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 28th day of July A.D. 2020.



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 28th day of July, 2020, 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 October, 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

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2020 and December 31, 2019

	12/31/2020	12/31/2019
Assets		
Bonds	\$ 15,696,060,158	\$ 16,780,375,969
Preferred Stock	-	-
Common Stock	2,964,630,407	3,121,559,258
Real Estate	1,294,160,876	1,273,640,596
Other Invested Assets	1,435,120,966	1,185,313,467
Derivatives	178,175	21,358
Short-term Investments	285,002	14,532,665
Receivable for securities	809,339	114,199,089
Cash and cash equivalents	526,475,686	42,548,382
Securities lending reinvested collateral assets	105,614,095	55,769,285
Employee Trust for Deferred Compensation Plan	122,225,149	129,612,266
Total Cash and Invested Assets	\$ 22,145,559,853	\$ 22,717,572,333
Premiums Receivable	\$ 5,318,928,254	\$ 4,775,851,073
Funds Held with Reinsurers	99,875	97,862
Reinsurance Recoverable	1,248,855,148	1,497,744,413
Accrued Investment Income	118,531,136	127,170,427
Federal Income Tax Recoverable	507,200,404	565,755,651
Due from Affiliates	92,277,523	204,233,875
Other Assets	559,476,243	527,556,278
Total Assets	\$ 29,990,928,434	\$ 30,415,981,911
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	\$ 12,295,705,961	\$ 12,626,869,059
Unearned Premium Reserve	3,952,940,831	3,845,794,904
Funds Held with Reinsurers	554,226,440	385,953,985
Loss In Course of Payment	1,351,312,377	1,442,194,686
Commission Reserve	119,930,116	124,215,143
Federal Income Tax Payable	34,772,832	-
Remittances and Items Unallocated	432,727,110	147,106,142
Payable to parent, subs and affiliates	273,601,687	294,896,500
Provision for Reinsurance	175,327,995	110,765,261
Ceded Reinsurance Premiums Payable	1,591,358,027	1,821,418,177
Securities Lending Collateral Liability	105,614,095	55,769,285
Other Liabilities	1,922,304,215	1,887,566,082
Total Liabilities	\$ 22,809,821,689	\$ 22,742,549,225
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	9,672,000	2,910,000
Cumulative Unrealized Gain	192,450,057	118,847,749
Unassigned Surplus	2,579,853,368	3,152,543,616
Total Policyholders' Surplus	\$ 7,181,106,746	\$ 7,673,432,686
Total Liabilities and Policyholders' Surplus	\$ 29,990,928,434	\$ 30,415,981,911

I, LAURA J. LAZARCZYK, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2020, according to the best of my information, knowledge and belief.

DocuSigned by:
Laura J. Lazarczyk
42DF8DB471374B0... Corporate Secretary

State of Illinois }
County of Cook } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.



[Signature]
Notary public

THE FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2020

ASSETS	
Bonds.....	\$ 262,624,334
Stocks	19,715,392
Cash and Short-Term Investments	3,219,781
Reinsurance Recoverable	17,293,466
Federal Income Tax Recoverable.....	114,253
Other Accounts Receivable	29,083,530
TOTAL ADMITTED ASSETS.....	\$ 332,050,756

LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses	\$ 539,588
Ceded Reinsurance Premiums Payable	43,847,005
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 44,413,593
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	282,637,163
Surplus as regards Policyholders.....	287,637,163
TOTAL	\$ 332,050,756

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:

Laura J. Lazarczyk

42DF6DB474374B0...

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.



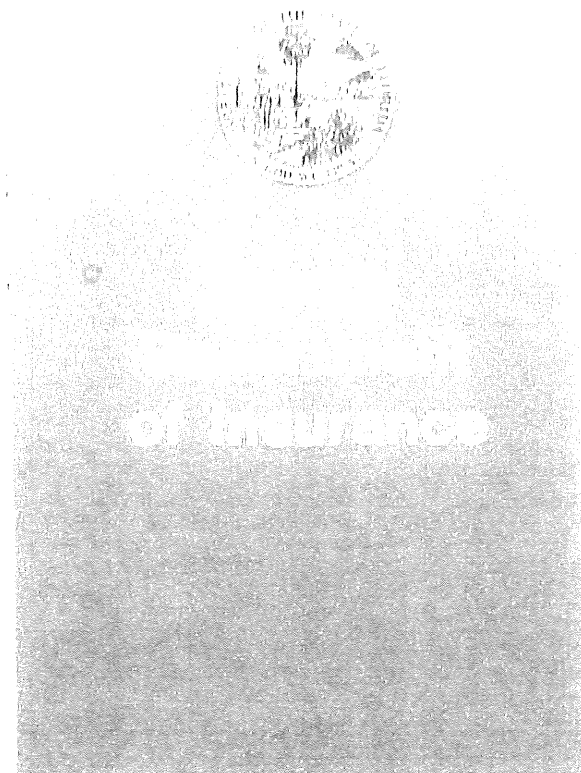
Notary Public

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: September 1, 1991
No. 91-13-3046577



Tom Gallagher
Treasurer and Insurance Commissioner



ZURICH AMERICAN INSURANCE COMPANY

is hereby authorized to transact
insurance in the state of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: August 01, 1924

No. 99-36-4233459



Bill Nelson

Bill Nelson
Treasurer and Insurance Commissioner

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Baldassare Jr., Krista A. Burke, Sherryanne M. DePirfo, Charo J. Rosemond, Lisa M. Scavetta, Maria L. Spadaccini, John F. Surano, Nicholas F. Walsh and Elliott W. Wolffe of Saddle Brook, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 29th day of July, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS:

On this 29th day of July, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment; which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of October 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@clubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2020

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (247,647)	Outstanding Losses and Loss Expenses	\$ 7,823,012
United States Government, State and Municipal Bonds	4,277,332	Reinsurance Payable on Losses and Expenses	1,421,176
Other Bonds	5,455,272	Unearned Premiums	2,145,775
Stocks	567,832	Ceded Reinsurance Premiums Payable	261,276
Other Invested Assets	<u>1,207,053</u>	Other Liabilities	<u>551,641</u>
TOTAL INVESTMENTS	<u>11,259,842</u>	TOTAL LIABILITIES	<u>12,202,880</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	404,889	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	349,615	Unassigned Funds	<u>1,591,718</u>
Chubb Indemnity Ins. Co.	182,191		
Chubb National Ins. Co.	186,189	SURPLUS TO POLICYHOLDERS	<u>4,324,172</u>
Other Affiliates	98,826		
Premiums Receivable	1,634,609		
Other Assets	<u>2,410,891</u>		
TOTAL ADMITTED ASSETS	<u>\$ 16,527,052</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 16,527,052</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2020, investments with a carrying value of 507,794,700 were deposited with government authorities as required by law.

“Electronic signatures only and no notary due to COVID-19 related stay at home restrictions”

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2020.

DocuSigned by: e this

John P Taylor

3FB94DA7737548E...ice President

Notary Public

My commission expires

FEDERAL INSURANCE COMPANY

Is hereby authorized to transact
insurance in the State of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: May 1, 1920
No. 91-13-1963496



**Florida
Department
of Insurance**

Tom Gallagher
Treasurer and Insurance Commissioner

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Elliott Wolffe, Maria L Spadaccini, James Baldassare Jr, Krista A Burke, Sherryanne M DePirro, Lisa M Scavetta, Nicholas F Walsh, Charo J Rosemond, John F Surano, Individually

of Saddle Brook, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.



The Continental Insurance Company

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:
On this 27th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 1st day of October . 2021



The Continental Insurance Company

D. Johnson Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

THE CONTINENTAL INSURANCE COMPANY
Radnor, Pennsylvania
Statement of Net Admitted Assets and Liabilities
December 31, 2020

ASSETS

Bonds	\$	1,486,639,077
Stocks		162,236,319
Cash and short-term investments		98,903,921
Receivables for securities		180,000
Investment income due and accrued		15,233,564
Amounts recoverable from reinsurers		53,225,848
Funds held by or deposited with reinsured companies		1,599,351
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		52,540,270
Premiums and considerations		42,752,978
Other assets		6,646,732
Total Assets	\$	<u>1,919,958,060</u>

LIABILITIES AND SURPLUS

Losses	\$	531,250,741
Loss adjustment expense		35,327,198
Unearned premiums		-
Other expenses		-
Federal and foreign income taxes payable		2
Ceded reinsurance premiums payable (net of ceding commissions)		40,875,605
Funds held by company under reinsurance treaties		2,701,045
Provision for reinsurance		30,000,000
Other liabilities		(487,038,433)
Total Liabilities	\$	<u>153,116,158</u>

Surplus Account:		
Capital paid up	\$	53,566,360
Gross paid in and contributed surplus		1,423,436,994
Special Surplus		265,943,410
Unassigned funds		23,895,138
Surplus as regards policyholders	\$	<u>1,766,841,902</u>
Total Liabilities and Capital	\$	<u>1,919,958,060</u>

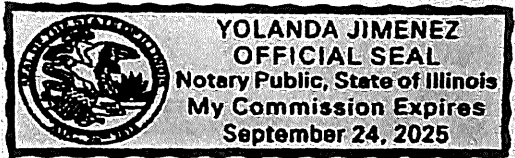
I, Julie Lee, Assistant Vice President of Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Insurance Company as of that date.



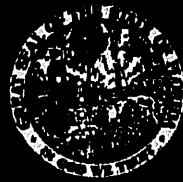
THE CONTINENTAL INSURANCE COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021
My commission expires:



By Yolanda Jimenez
Notary Public



**Florida
Department
of Insurance**

CONTINENTAL INSURANCE COMPANY

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: September 15, 1915
No. 91-13-5010440**

A handwritten signature in cursive script, reading "Tom Gallagher", is written over a horizontal line.

**Tom Gallagher
Treasurer and Insurance Commissioner**



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Krista A. Burke, Sherryanne M. DePirro, Charo J. Rosemond, Andrew Waterbury, James Baldassare, Jr., Maria L. Spadaccini, Nicholas F. Walsh, John F. Surano, Elliott W. Wolffe, Lisa M. Scavetta, 250 Pehle Avenue, Suite 311 of the city of Saddle Brook, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Executive Vice President



By:

David Fields, Vice President

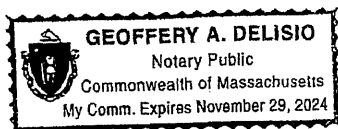


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **October 1, 2021**



Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department: Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor, Boston, MA 02111 | (770) 625-2516 or by email at terrell.karter@bhspecialty.com **THIS POWER OF ATTORNEY IS VOID IF ALTERED**

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims.notice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

.....

EXECUTION OF DOCUMENTS:

.....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	<u>12/31/2020</u>	<u>12/31/2019</u>	<u>12/31/2018</u>
Total invested assets	\$ 5,475,240,588	\$ 5,172,183,338	\$ 4,313,185,189
Premium & agent balances (n	603,615,506	368,086,012	301,849,144
All other assets	157,897,676	127,524,677	140,930,406
Admitted Assets	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,027</u></u>	<u><u>\$ 4,755,964,739</u></u>

LIABILITIES & SURPLUS*

	<u>12/31/2020</u>	<u>12/31/2019</u>	<u>12/31/2018</u>
Loss & loss exp. unpaid	\$ 921,923,948	\$ 634,745,558	\$ 463,103,223
Unearned premiums	372,836,160	314,117,549	241,835,588
All other liabilities	1,054,922,210	744,738,458	570,628,148
Total Liabilities	<u>2,349,682,318</u>	<u>1,693,601,565</u>	<u>1,275,566,959</u>
Total Policyholders' Surplus	<u>3,887,071,452</u>	<u>3,974,192,463</u>	<u>3,480,397,780</u>
Total Liabilities & Surplus	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,028</u></u>	<u><u>\$ 4,755,964,739</u></u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

FLORIDA OFFICE OF INSURANCE REGULATION

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a PROPERTY AND CASUALTY INSURER CERTIFICATE OF AUTHORITY and remains subject to the laws of Florida.

Original Issuance: 02/12/1954

Replacement Issuance: Thursday, June 12, 2014

No. 14-630202590



Kevin M. McCarty
Commissioner
Office of Insurance Regulation

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.

Contract History

DEPARTMENT OF AIRPORTS
Airport Improvements - CMR
Turner Construction
PB NO: DOA 18-3
CONTRACT HISTORY

CONTRACT HISTORY																
ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED EXPIRATION		YEAR 1-2 R-2019-1147 8/20/2019		YEAR 3 R2021-0889 7/13/2021 8/20/2022		YEAR 4		YEAR 5								
Task Order/Work Order or Amendment No	Funding Source	DESCRIPTION	DBE PARTICIPATION	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
		Switchgear Replacement Feeder Testing														
Amendment 1		Time Extension												7/13/2021 Board Meeting	Approved R2021- 0889	
TC 01 (Amendment 2)	FDOT	Chiller 4 and 5 Replacement												11/02/2021 Board Meeting		
TC 02 (Amendment 3)	FDOT	Switchgear Replacement - Final project														

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

¹ Approval Authority
*Time

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

Authority
Lead Dept
CRC
BCC

Cumulative Days
0-30 days
31-60
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 - Revised as of 6/24/09

1

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

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
(Attachment _____ to Bid Form)

Project/Bid Name: PBIA Chiller 4 and 5 Replacement

Project/Bid No: DOA 18-3

Name of Prime Bidder: Turner Construction Company

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

Contact Person: Margaret Simone

Bid Opening Date: 08/25/2021

Address: 7235 Corporate Center Drive, Suite G, Miami FL, 33126

Department: _____

Phone No.: 786-621-9000 Fax No: N/A

E-mail Address: msimone@tcco.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)
Alen Construction Group 954-252-1372	Concrete, Masonry, and Stucco	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$ 167,047	\$	\$
Osorno Group Corp 786-389-2825	HVAC insulation & Materials	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$ 340,781	\$
Torres Electrical Supply Co. Inc 772-286-5049	Electrical Equipment Supplier	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$ 153,865	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$

Total Value of DBE Participation: \$ 661,693

Notes:

1. 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.
2. Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program.
3. 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: Margaret Simone
Signature

Margaret Simone / Turner Construction Company - Construction Executive
Print Name/Title of Person Executing on Behalf of the Prime

Date: 10/5/2021

*Additional sheets may be used if necessary.



Palm Beach International Airport
Chiller 4 and 5 Replacement
DBE Utilization Report

Date: 09/29/2021

Package Number	Package Description	Company Name	GMP SOV	DBE Utilization Percentage	Anticipated DBE Utilization Amount	% of GMP
01 00 00	General Requirements	Various	\$ 189,651	13%	\$ 23,847	0.43%
02 41 00	Demolition	Alloy dba Prism Response	\$ 26,446	0%	\$ -	0.00%
03 00 00	Concrete & Masonry	Alen Construction	\$ 147,200	83%	\$ 122,200	2.22%
09 26 00	Stucco	Alen Construction	\$ 21,000	100%	\$ 21,000	0.38%
09 90 00	Temporary Partitions Allowance	Allowance	\$ 50,000	0%	\$ -	0.00%
09 91 00	Painting	Service Contracting Solutions	\$ 13,743	0%	\$ -	0.00%
23 00 00	HVAC	B&I Contractors, Inc	\$ 2,271,870	15%	\$ 340,781	6.18%
26 00 00	Electrical	Davco Electrical	\$ 1,025,768	15%	\$ 153,865	2.79%
	Totals				\$ 661,693	12.00%

SCHEDULE 2
(Attachment __ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: DOA 18-3 Project/Bid Name: PBIA Chiller 4 and 5 Replacement

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

Name of Prime Bidder: Alen Construction Group

Name of DBE Firm: Alen Construction Group

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
#1	Concrete & Masonry	LS	\$ 122,200	\$ 122,200
#2	Stucco	LS	\$ 21,000	\$ 21,000
#3	Misc General Requirements	LS	\$ 23,847	\$ 23,847

at the following price¹: \$167,047 (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:

n/a

\$

n/a

(Name of Subcontractor)(Amount of Subcontract)

\$

(Name of Subcontractor)(Amount of Subcontract)

☐ DBE Certified

☐ Non-DBE

☐ DBE Certified

☐ 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.

Alen Construction Group, Inc.

Printed Name of DBE Subcontractor

By:

Signature

Date: 09/30/21

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 (v.09.22.2020)

SCHEDULE 2
(Attachment __ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: DOA 18-3 Project/Bid Name: PBI/ Chiller 4 and 5 Replacement

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

Name of Prime Bidder: B&I Contractors, Inc

Name of DBE Firm: Osorno Group

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
#1	HVAC Insulation & Materials	LS	\$345,000.00	\$ 345,000.00

at the following price¹: \$345,000.00 (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:

- N/A

(Name of Subcontractor)

\$

N/A

(Amount of Subcontract)
- N/A

(Name of Subcontractor)
- \$

N/A

(Amount of Subcontract)
- ☐ DBE Certified

☐ Non-DBE

☐ DBE Certified

☐ 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.

Osorno Group

Printed Name of DBE Subcontractor

By: _____

Signature

Date: _____

Felipe Osorno

Digitally signed by Felipe Osorno
DN: C=US,
E=felipe.osorno@osornogroupcorp.com,
O=Osorno Group Corp., OU=Osorno
Group Corp., CN=Felipe Osorno
Date: 2021.11.04 13:18:42-0400

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 (v.09.22.2020)

SCHEDULE 2
(Attachment ___ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: DOA 18-3 Project/Bid Name: PBIA Chiller 4 and 5 Replacement

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

Name of Prime Bidder: Davco Electrical Contractors Corp.

Name of DBE Firm: Torres Electrical Supply Co., 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
Electrical Materials	Switchgear	LS	\$289,225.00	\$289,225.00

at the following price¹: \$289,225.00 Plus Sales Tax _____
(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.

Torres Electrical Supply Company, Inc.
Printed Name of DBE Subcontractor
By: Oscar L. Torres
Signature
Date: October 4, 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.

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

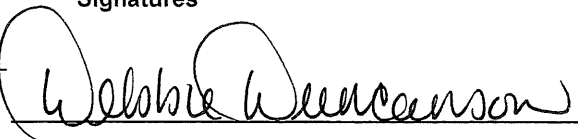
Page 1 of 1 pages

Advantage Document Numbers:
 BGEX 100112/06

Fund 4111 Airport Passenger Improvement and Development Fund

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

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/2021	REMAINING BALANCE
<u>Expenditures</u>								
121-A411-6505	lotb Non Infrastructure	2,686,212	2,686,212	3,100,000	0	5,786,212	200,763	5,585,449
121-A900-9909	Reserves Improvement Program	19,773,212	19,773,212	0	3,100,000	16,673,212	0	16,673,212
Total Appropriations & Expenditures				3,100,000	3,100,000	0		

	Signatures	Date	By Board of County Commissioners
OFMB		<u>10/6/21</u>	At Meeting of
INITIATING DEPARTMENT/DIVISION			November 2, 2021
Administration/Budget Department Approval	_____	_____	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted	_____	_____	