

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 12, 2022

Consent  Regular  
 Workshop  Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Amendment No. 9 to the Construction Manager (CM) at Risk Contract (Contract) with The Morganti Group, Inc. (MGI) for CM at Risk Services for Miscellaneous Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$889,840 and 175 Calendar Days for Work Order SMC 12: West People Tube Repair at Palm Beach International Airport (PBI); and
- (B) A Budget Transfer of \$889,840 in the Airport's Improvement and Development Fund to provide budget for the project, including a transfer from Reserves in the amount of \$889,840.

**Summary:** The CM at Risk Contract with MGI was approved by the Board on August 20, 2019 (R-2019-1221). The Contract is for 2 years with 3 one (1) year renewal options for CM at Risk Services for Airport Improvements for the Department. MGI is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. The County has exercised the first one-year renewal option. The contract value to date is \$7,348,832.71. Approval of Amendment No. 9 in the amount of \$889,840 and 175 Calendar Days will enable MGI to complete SMC 12: West People Tube Repair at PBI. This project includes repairs to the elevated pedestrian walkway between the long term parking garage and the terminal. The damage was caused by an operator of an oversized vehicle failing to heed the early warning signs for the maximum clearance height on the ground level south entrance lanes to the terminal. The vehicle struck the bottom of the walkway causing damage to the stucco façade, framing, fire sprinklers and electrical systems. The walkway was not being used at the time and was closed until it was determined that there was no structural damage. The project was presented to the Goal Setting Committee on March 2, 2021 and an Affirmative Procurement Initiatives (API's) of 12% SBE participation was applied. The subcontractor SBE participation on this project is 86%. In addition, MGI's S/MBE teaming partner, Cooper, will provide 15% of the Construction Management Fees. Current cumulative subcontractor S/M/WBE participation for all work orders to-date under this contract including this amendment is 42%. 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 PBI southern lanes at level one west entrance to the terminal have a maximum height of 13-ft due to the elevated pedestrian walkway connecting the long term parking garage to the terminal bridge structure to the second level entrance to the terminal. Multiple early warning signs of the height restriction are located in advance of the structure. On October 10, 2021 a semi-tractor trailer failed to heed the warnings and struck the underside of the pedestrian bridge damaging the framing, stucco façade, sprinklers and electrical system. The County will seek reimbursement from the responsible driver's insurance company.

**Attachments:**

- 1. Amendment No. 9 to CM at Risk Contract with MGI (w/Contract History) – (3 originals)
- 2. OEBO Schedules
- 3. Budget Transfer

Recommended By: *Shel* *Laura Burke* 3-14-22  
 Department Director Date

Approved By: *W. Baker* 3/31/22  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	\$889,840	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$889,840</u>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4111 Department 121 Unit A212-486 Object 6211  
 Reporting Category \_\_\_\_\_

*(Handwritten mark)*

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

Approval of this item provides budget for Amendment No. 9 with MGI in the amount of \$889,840. Funding sources consist of Airport Local funds of \$889,840 and include a transfer from Reserves in the amount of \$889,840. It is anticipated that the costs will be recovered under a claim to the responsible insurance company.

**C. Departmental Fiscal Review:** *(Signature)*

**III. REVIEW COMMENTS**

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

*(Signature)* 3/16/22  
 OFMB *(initials)* 3/16/22

*(Signature)* 3/31/22  
 Contract Dev. and Control  
 3-29-22 TW

**B. Legal Sufficiency:**

*(Signature)* 3/30/22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

CERTIFICATE  
(Corporation)

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

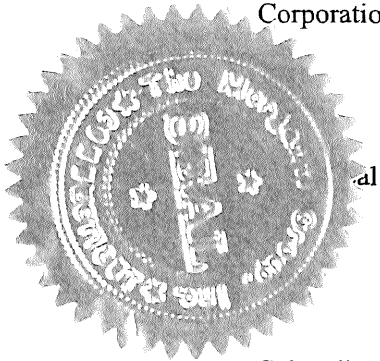
1. That Nabil Takla is the President of The Morganti Group, Inc., a Corporation organized and existing in good standing under the laws of the State of Connecticut, hereinafter referred to as the Corporation, and that the following Resolutions are true and correct copies of certain Resolutions adopted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

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

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

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

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

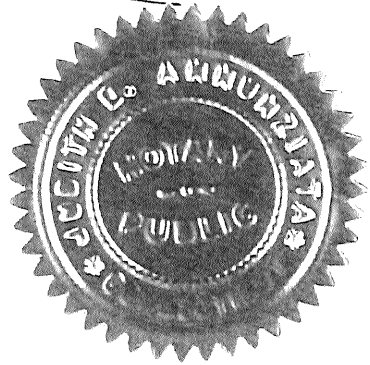


Nabil Takla  
(Signature)

[Signature]  
(Witness)

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

Judith E. Annunziata  
Notary Public  
JUDITH E. ANNUNZIATA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 31, 2021





**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000605	The Morganti Group, Inc.	Modified	Compliant					DOA 18-13(Main account )	CM at Risk for Miscellaneous Airport Improvements
		A++ , XV	Federal Insurance Company	54309474	12/31/2021	12/31/2022	Auto Liability		
		A+g , XV	American Guarantee and Liability Insurance Company	aec038479804	12/31/2021	12/31/2022	Excess Liability		
		A , XIV	Starr Indemnity & Liability Company	1000584535211	12/31/2021	12/31/2022	Excess Liability		
		A++g , XV	Chubb National Insurance Company	54309475	12/31/2021	12/31/2022	General Liability		
		A++g , XV	Executive Risk Indemnity Inc.	54309476	12/31/2021	12/31/2022	General Liability		
		A++ , XV	Federal Insurance Company	54309477	12/31/2021	12/31/2022	Workers Comp		

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

**AMENDMENT NO. 9 TO THE CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND  
THE MORGANTI GROUP, INC.  
FOR  
CONSTRUCTION MANAGEMENT SERVICES  
MISCELLANEOUS AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-13**

This Amendment No. 9 to the Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Palm Beach County, Florida (COUNTY) and The Morganti Group, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSTRUCTION MANAGER, having its office and principal place of business at 1662 North U.S. Highway 1, Suite C, Jupiter, FL 33469.

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

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

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

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

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

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

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

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

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

WHEREAS, the parties hereto entered into a Contract between Owner and CONSTRUCTION MANAGER whereby the CONSTRUCTION MANAGER has rendered or will render pre-construction services limited to negotiations of scope with the vendor(s); and

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

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

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

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

(1) 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 **\$889,840.00** for the construction costs for **Work Order SMC 12: West People Tube Repair at Palm Beach International Airport.**

(2) SCHEDULE OF TIME FOR COMPLETION

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

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	145	\$1,000/ Cal Day
Final Completion	175	\$0/ Cal Day

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

(4) Attachments Exhibit A

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

**ATTEST:**

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

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


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director of Airports

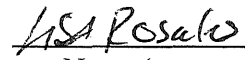
**WITNESS:**

**FOR CONSTRUCTION MANAGER  
SIGNATURE**

**CONSTRUCTION MANAGER:**

  
Signature

  
Signature

  
Name (type or print)

Stephen Sines  
Name (type or print)

Vice President of Operations  
Title

(Corporate Seal)

# **EXHIBIT A**

## **GMP Construction Bond**



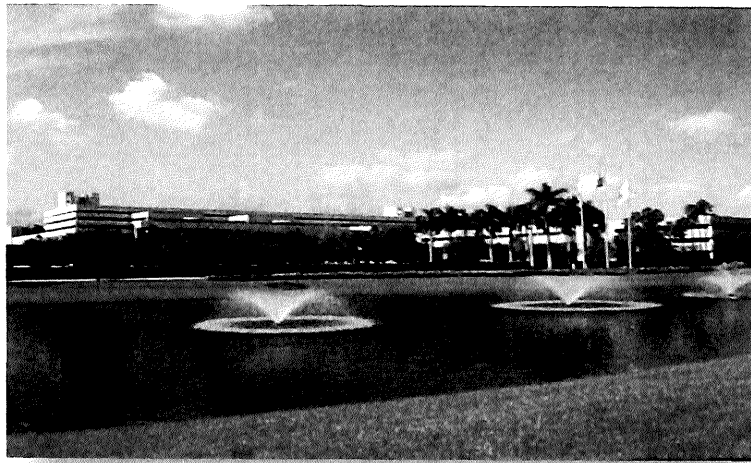
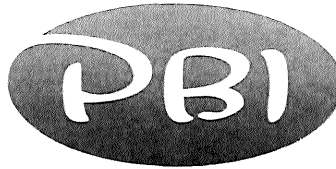
**Guaranteed Maximum Price  
(GMP)**

SMC12 West People Tube Repair  
Palm Beach County Department of Airports

Guaranteed Maximum Price (GMP)  
3/2/2022  
FINAL

0

*Palm Beach*  
INTERNATIONAL AIRPORT



*SMC12 West People Tube Repair*  
Palm Beach County Department of Airports  
3/2/2022

## TABLE OF CONTENTS

<b><u>SECTIONS</u></b>	<b><u>Status</u></b>
<b>1- Guaranteed Maximum Price</b> A summary of construction division line items costs including construction components, general conditions, general requirements, bonds & insurance, and fees.	<i>INCLUDED</i>
<b>2- Subcontractor Summary</b> A subcontractor summary entailing the bidders, SBE values, and associated costs.	<i>INCLUDED</i>
<b>3- General Conditions</b> An itemized list of general condition items such as temporary barriers, dumpsters and various supplies needed to execute the work.	<i>INCLUDED</i>
<b>4- Staffing</b> A breakdown of construction management staff with utilization rate, quantity in months and total labor costs.	<i>INCLUDED</i>
<b>5- Assumptions and Clarifications</b> A breakdown of assumptions and clarifications related to this specific project including a summary of unique facets of the project.	<i>INCLUDED</i>
<b>6- Construction Schedule</b> A summary-level construction schedule in bar chart format	<i>INCLUDED</i>
<b>7- Contract Documents</b> Drawing Log, Specification Log, RFI Log	<i>INCLUDED</i>
<b>8- Alternate Log</b> List of Alternates for Owner's Approval	<i>INCLUDED</i>
<b>9- SBE Bid Participation Summary</b> Summary list of subcontractor bids received and SBE firms.	<i>INCLUDED</i>

SECTION- 1

*Guaranteed Maximum Price*



## Palm Beach County Department of Airports

## SMC12 West People Tube Repair

Date: March 2, 2022  
 Owner: Palm Beach County Department of Airports  
 CM: The Morganti Group, Inc.  
 Architect: AECOM

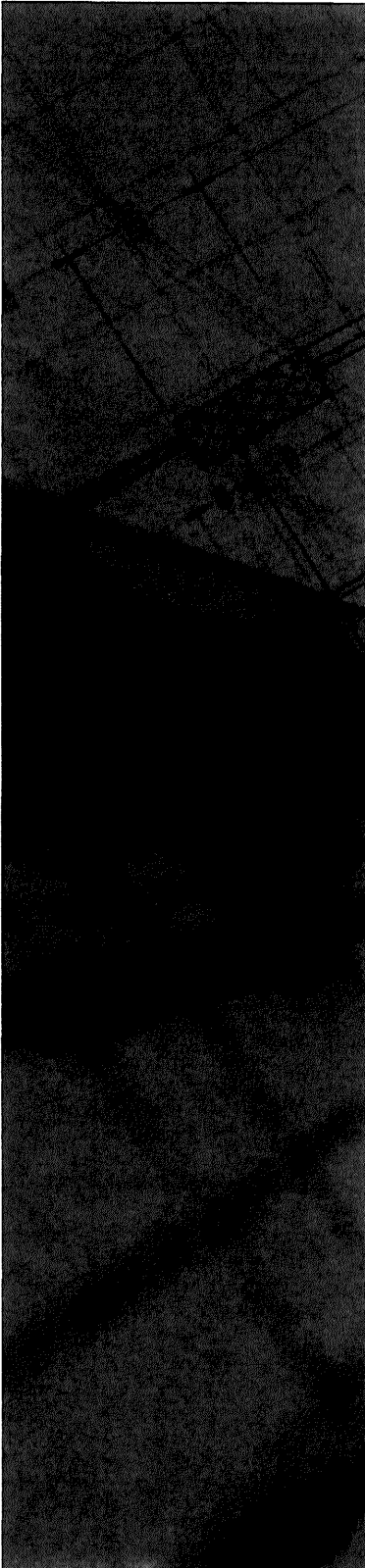
**FINAL****Guaranteed Maximum Price**

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
020000	MOT	1	ls	\$ 13,963.30
090000	Finishes	1	ls	\$ 533,672.00
210000	Fire Suppression	1	ls	\$ 20,120.00
260000	Electrical	1	ls	\$ 49,586.00
	Subtotal: Division 1-33			\$ 617,341.30
	Reimbursable General Conditions	1.00	ls	\$ 11,605.00
	Subtotal			\$ 628,946.30
	General Liability Insurance	0.0102	ls	\$ 9,179.00
	Builder's Risk Insurance	0.0124	ls	\$ 11,159.00
	Payment and Performance Bonds	0.0102	ls	\$ 9,179.00
	Subtotal			\$ 658,463.30
	Construction Contingency	1.00	ls	\$ 40,000.00
	Fee	5.00%	%	\$ 34,924.00
	Construction Staffing	1	ls	\$ 159,247.50
	Subtotal			\$ 892,634.80
	Material Cost Escalation Contingency	1.00	ls	\$ 4,961.20
	Subtotal			\$ 897,596.00
	Preconstruction Fee	0.25%	ls	\$ 2,244.00

**TOTAL GMP**    **\$ 899,840.00**

SECTION- 2

*Subcontractor Summary*



**Subcontractor Summary**

Bid Package	Description	Bidder	SBE Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
<b>DIVISION 020000: General Requirements</b>						
02A	Maintenance of Traffic (MOT)	Budget	\$ -	\$ 13,963	\$ 13,963	\$ 13,963
<b>DIVISION 090000: Finishes</b>						
9A	Demolition/Framing/DEFS/Caulking/Fireproofing	AISI	\$ 533,672	\$ 533,672	\$ 1	\$ 533,672
<b>DIVISION 210000: Fire Suppression</b>						
25A	Fire Sprinklers	Polaris	\$ -	\$ 20,120	\$ 1	\$ 20,120
<b>DIVISION 260000: Electrical</b>						
26A	Electrical	Stryker	\$ -	\$ 49,586	\$ 1	\$ 49,586
			<b>\$ 533,672</b>			<b>Subtotal: \$ 617,341.30</b>

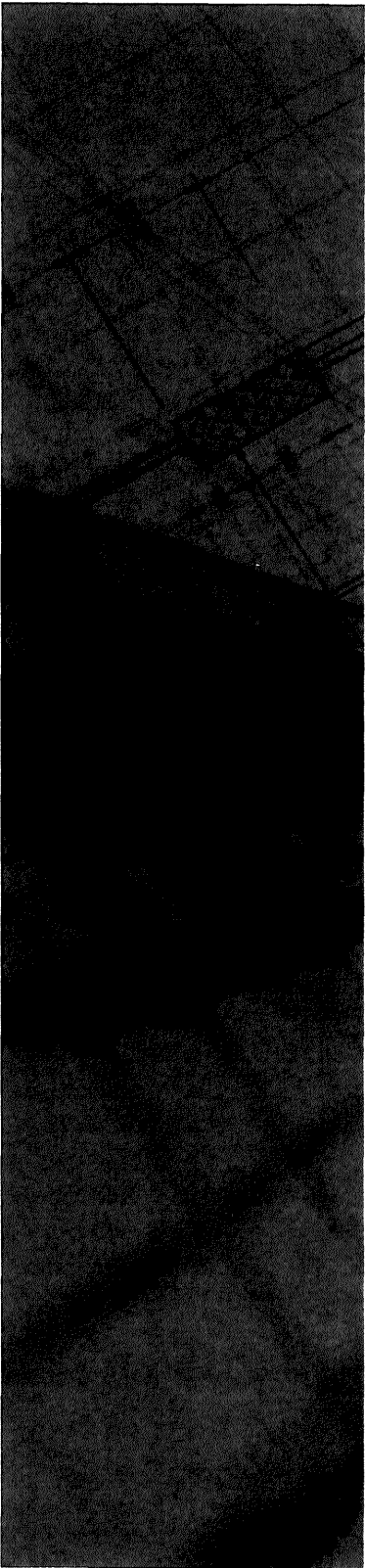
	SBE Participation Dollars	% of Bid Work
SBE Subcontractor Total:	\$ 533,672	86.45%
SBE Cooper %:	\$ 29,553	15.05%

CM Fee	\$ 34,924.00
Construction Contingency	\$ 40,000.00
Material Cost Escalation Contingency	\$ 4,961.20
General Conditions	\$ 11,605.00
Staffing	\$ 159,247.50
Payment & Performance Bond	\$ 9,179.00
Builders Risk	\$ 11,159.00
GL Insurance	\$ 9,179.00
Preconstruction Fee	\$ 2,244.00

Total Guaranteed Maximum Price **\$ 899,840.00**

SECTION-3

*General Conditions*



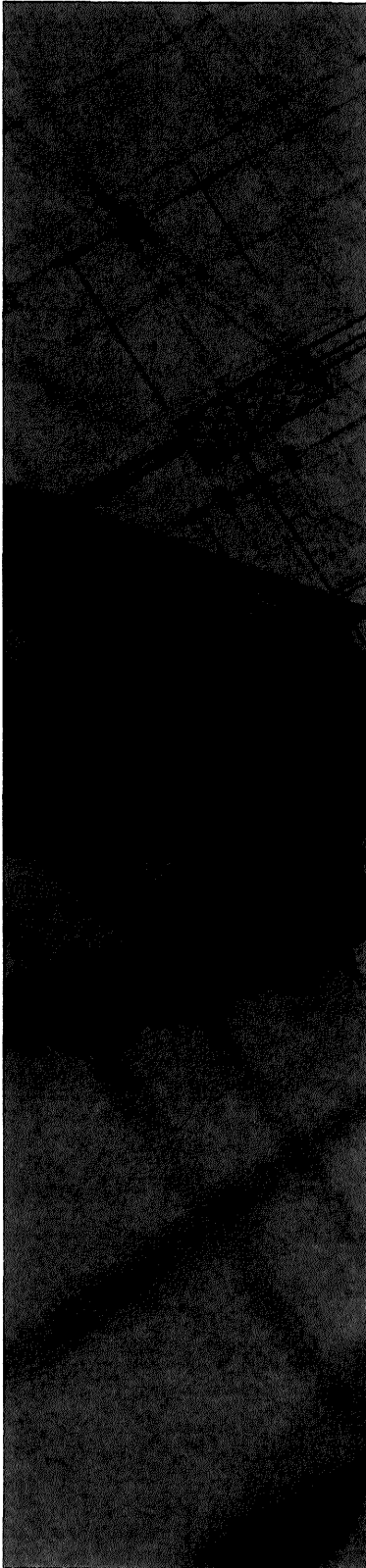


**GMP GENERAL CONDITIONS**

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	\$ - Cost	Remarks
<b>LAYOUT</b>						
Layout Partitions			ls.		\$ -	
Independent Surveyor	-	-	sf.		\$ -	by trades
Ground penetrating radar	-	-	ls.	-	\$ -	by trades
As-Built Survey	-	-	ls.	-	\$ -	by trades
<b>TESTING AND COMMISSIONING</b>						
Third Party Testing & Inspections	1	-	ls.		\$ -	
<b>TEMPORARY FACILITIES</b>						
Chemical Toilets - Contractor	1	4.0	mo.	125.00	\$ 500	
<b>TEMPORARY CONSTRUCTION</b>						
Temporary Fence / 6' Windscreen w gate- Rent	1	300.0	lf.	13.00	\$ 3,900	Gate: (1) 8' wide
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$ -	
Job Signs	1	0.50	ls.	1,500.00	\$ 750	
<b>CLEAN UP</b>						
Final Cleaning	1	2.00	ls.	640.00	\$ 1,280	
30 YD - Dumpster	1	6.0	ld.	600.00	\$ 3,600	
10 YD - Tip Dumpster	1		ld.	350.00	\$ -	
<b>SUPPLIES</b>						
First Aid Supplies	1	4.0	mo.	50.00	\$ 200	
Safety Supplies (Non PPE)	1	2.0	ea.	50.00	\$ 100	
COVID- 19 Supplies	1	2.0	ea.	150.00	\$ 300	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1	2.0	set	200.00	\$ 400	
<b>UTILITIES</b>						
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	
					\$ -	
<b>EQUIPMENT</b>						
Small Tools	1	0.5	ea.	750.00	\$ 375	
<b>MISC. REQUIREMENTS</b>						
Project Closeout	1	0.5	ls.	400.00	\$ 200	
<b>SUB TOTAL GENERAL CONDITIONS</b>					<b>\$ 11,605</b>	

SECTION- 4

*Staffing*



**GMP STAFFING**

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
<b>Construction Staff: Contract- Year 3 (8/20/21 - 8/19/22)</b>					0
1	Home Office Employees - Sines, Martin, Neese	0.10	5	\$ 22,200	\$ 11,100
2	Sr. Project Manager - Jennifer Uman	0.20	5	\$ 17,500	\$ 17,500
3	Lead Superintendent - Gregory Bellamy	0.20	5	\$ 18,200	\$ 18,200
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.35	5	\$ 11,500	\$ 19,838
5	Project Superintendent - Day	0.00	0	\$ 18,200	\$ -
6	Project Superintendent - Night - TBD	1.00	4	\$ 18,200	\$ 72,800
7	Project Coordinator- Jacob Tibbs	0.15	5	\$ 8,800	\$ 6,600
8	Field Office (Trailer)	0.20	5	\$ 2,600	\$ 2,600
<b>SUBTOTAL</b>					<b>\$ 148,638</b>
<b>Construction Staff: Contract- Year 4 (8/20/22-8/19/23)</b>					
1	Home Office Employees - Sines, Martin, Neese	0.10	1	\$ 23,300	\$ 2,330
2	Sr. Project Manager - Jennifer Uman	0.15	1	\$ 18,400	\$ 2,760
3	Lead Superintendent - Gregory Bellamy	0.15	0	\$ 19,000	\$ -
4	Asst. Project Manager - Nata Pemberton (Cooper)	0.35	1	\$ 12,000	\$ 4,140
5	Project Superintendent - Day - TBD	0.00	0	\$ 19,000	\$ -
6	Project Superintendent - Night - TBD	0.00	0	\$ 19,000	\$ -
7	Project Coordinator- Jacob Tibbs	0.15	1	\$ 9,200	\$ 1,380
8	Field Office (Trailer)	0.00	0	\$ 2,700	\$ -
<b>SUBTOTAL</b>					<b>\$ 10,610</b>
<b>TOTAL STAFF COSTS:</b>					<b>\$ 159,248</b>

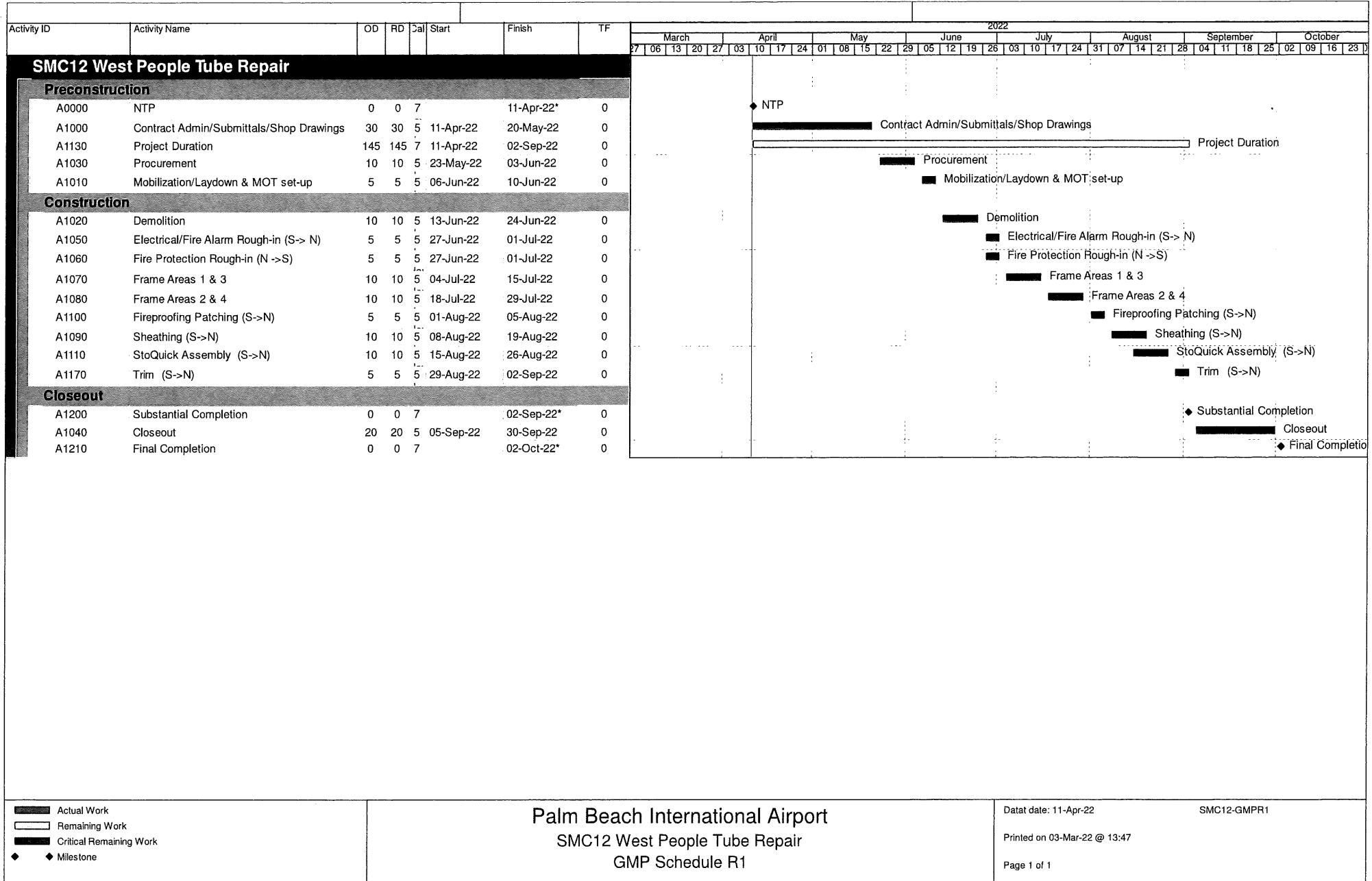
*Assumptions and Clarifications*

**BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS**

Item	Div	Scope	Description
01	00	Documents	The GMP includes a Level 1 Alteration of the underside soffit of the West People Tube, including all required MOT, demolition, patching of fireproofing, engineered framing, StoQuick Gold DEFS with integral color, fire suppression, lighting and fire alarm in accordance with the Bid Set drawing and specification package prepared by AECOM dated 12/16/21
02	00	Temp Water	Temporary water for construction use will be sourced from a hose bib located near the work area.
03	00	Temp Power	Temporary lighting and power will utilize the existing circuits.
04	00	Existing	GMP does not include repairs for any damaged existing conditions that are encountered within areas not included in the project area.
05	00	COVID- 19	The GMP is based on current market rates and availability of labor and materials. Due to the uncertainty of future markets and work restrictions due to the COVID -19 pandemic, future prices, labor and material availability cannot be guaranteed.
06	00	Schedule	The GMP is based on a 145 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion.
07	00	Working Hours	The working hours for this project are 7pm to 330am
08	00	Davis Bacon	GMP does not include Davis Bacon Wages or Certified payroll.
09	00	Buy American	GMP does not include Buy American requirements.
10	00	PBC Living Wage	GMP includes a Palm Beach County Living Wage minimum of \$12.99 through Sept 30, 2022.
11	00	DBE Goal	GMP does not include a DBE goal.
12	00	SBE Goal	GMP includes an SBE participation of 86.21%
13	00	Paid by Owner	The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP): : Permit Fees, inspection fees, and utility connection fees : Contract Document Revisions required by Governing Authorities : Materials testing; costs for tests that fail will be paid by the responsible Subcontractor
14	01	Escalation	A budget of \$5,000.00 is included to offset price escalations instituted after the GMP is established.
15	01	Dumpsters	A project dumpster is included, to be located below the ramp to Short Term Parking, accessible at the west end of Premium Parking
16	02	MOT	MOT includes 12 signs, 100 cones and 2 arrow boards for three (3) months, including delivery and pickup
17	02	MOT	The project will maintain one thru-lane for commercial vehicles and two thru-lanes for passenger vehicles directly below the people tube at all times.
18	07	Fireproofing	Fireproofing is included as spray patching of existing fireproofing. Fireproofing at the metal deck is not included
19	09	Demolition	A temporary enclosure to contain dust and debris will be installed and removed nightly.
20	10	DEFS	A StoQuick Gold DEFS system with integral color is included. Finish texture shall be an acceptable match to existing adjacent soffits. A mockup will be provided for Owner approval
21	11	Framing	Engineered framing will be provided by a Florida PE in accordance with Florida Product Approval FL #2524.1
22	12	Crack Repair	Unit cost for crack repair outside of the work scope is \$45/LF and is limited to resurfacing per detail 5/A-2 a maximum of 1' to either side of the crack being repaired.
23	12	Crack Repair	Alternate 9A-2: Patch and repair the soffit crack west of the elevator lobby as indicated in Photo 6/A-2, is included.
24	21	Fire Suppression	Standard response sprinkler heads are included.
25	26	Electrical	Flashing warning lights to be provided by Owner.

*Construction Schedule*





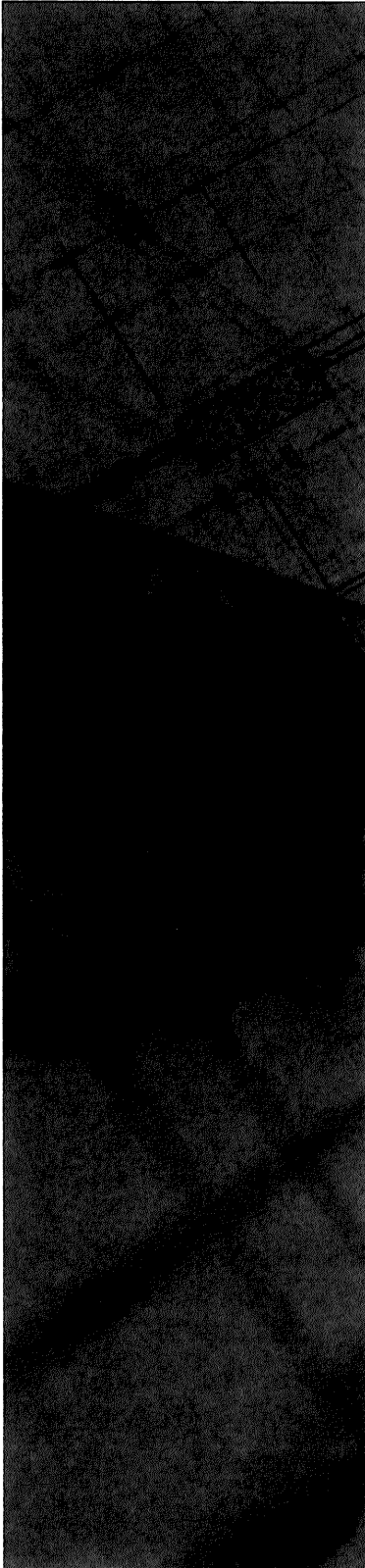
▬ Actual Work  
 ▬ Remaining Work  
 ▬ Critical Remaining Work  
 ◆ Milestone

**Palm Beach International Airport**  
**SMC12 West People Tube Repair**  
**GMP Schedule R1**

Datat date: 11-Apr-22  
 SMC12-GMPR1  
 Printed on 03-Mar-22 @ 13:47  
 Page 1 of 1

SECTION-7

*Drawing Log, Specification Log,  
RFI Log*



*SMC12 West People Tube Repair*  
Palm Beach County Department of Airports  
3/2/2022



LIST OF DRAWINGS

BID SET: 12/16/2021						
●						

**GENERAL**

G-1 Cover Sheet

BID SET: 12/16/2021						
●						
●						
●						
●						

**ELECTRICAL**

E-1 ELECTRICAL GENERAL NOTES  
 E-2 ELECTRICAL PLAN LEVEL 1  
 E-3 ELECTRICAL SCHEDULE  
 E-4 ELECTRICAL DETAILS

BID SET: 12/16/2021						
●						
●						

**FIRE ALARM**

FA-1 FIRE ALARM GENERAL NOTES  
 FA-2 ENLARGED PLAN LEVEL 1

BID SET: 12/16/2021						
●						
●						

**FIRE PROTECTION**

FP-1 LEGEND, GENERAL NOTES & DETAILS  
 FP-2 PBIA PEOPLE TUBE FIRE PROTECTION PLAN

LIST OF SPECIFICATIONS

Bid Documents December 2021		
●		
●		

**SPECIFICATION**    **DESCRIPTION**

**DIVISION 01000**    **CONTRACTS**  
 01731    CUTTING AND PATCHING  
 01732    SELECTIVE DEMOLITION

Bid Documents December 2021		
●		

**DIVISION 07000**    **THERMAL AND MOISTURE PROTECTION**  
 079213    JOINT SEALANTS

Bid Documents December 2021		
●		

**DIVISION 09000**    **FINISHES**  
 09912    PAINTING

Bid Documents December 2021		
●		

**DIVISION 2100**    **FIRE PROTECTION**  
 01731    WET-SPRINKLER SYSTEM

LIST OF SPECIFICATIONS

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Bid Documents December 2021			
●			
●			
●			
●			
●			

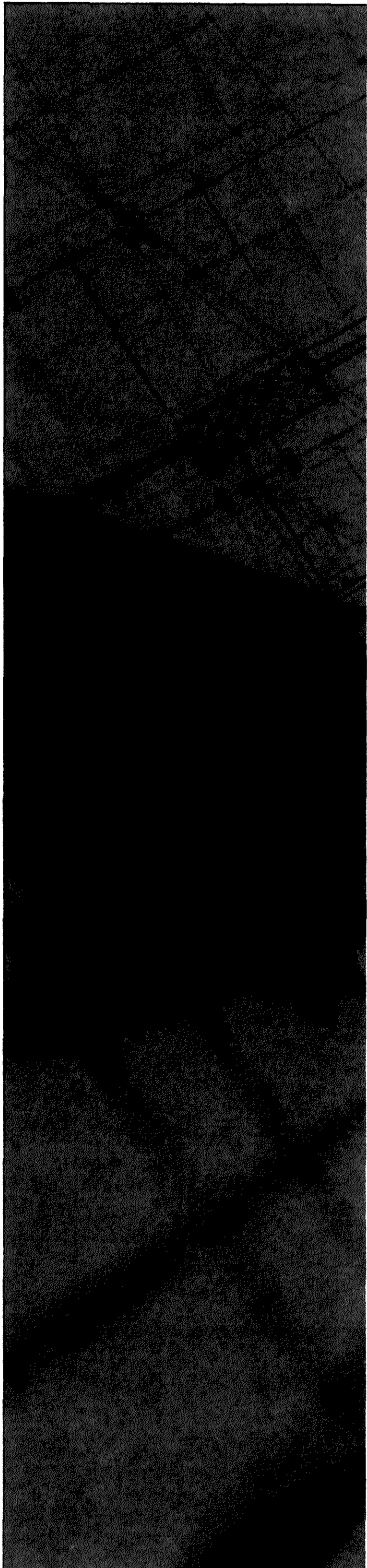
**DIVISION 26000**

**ELECTRICAL**

260000	BASIC ELECTRICAL REQUIREMENTS
0260519	ELECTRICAL POWER CONDUCTORS AND CABLES
260533	RACEWAYS FOR ELECTRICAL SYSTEMS
262700	LOW-VOLTAGE DISTRIBUTION EQUIPMENT
265000	LIGHTING

SECTION- 8

*Alternates Log*



*SMC12 West People Tube Repair*  
Palm Beach County Department of Airports  
3/2/2022

**Alternates**

Bid Package	Description	Bidder	Owner Approval (Yes or No)	Amount of Alternates	Amount Utilized in GMP
<b>DIVISION 090000: Painting</b>					
9A-1	Replace elevator lobby ceiling	Atlantic Inter Systems		\$ 23,000	\$ -
9A-2	Repair soffit crack west of elevator lobby	Atlantic Inter Systems		\$ 8,800	\$ 8,800
<p>9A-1 Demolish and reconstruct elevator lobby ceiling and soffit to north as shown and noted on A-1 in lieu of selective demolition, patching and refinishing as indicated in Demolition Note 5.            9A-2 Patch and repair the soffit crack as indicated in Photo 6/A-2.</p>					
<b>TOTAL ALTERNATES included in GMP:</b>					<b>\$ 8,800</b>

*SBE Bid Participation Summary*



**SBE Bid Participation Summary**

DIVISIONS & DESCRIPTION	BID AMOUNT	SBE	Selection Notes	Status
<b>02A- MOT</b>				
Budget	\$ 13,963.00	No		Selected as qualified low responsive bidder.
<b>07A- Fireproofing Patching</b>				
Division 7 Contracting	\$ 30,000.00	No		Not Selected.
Atlantic Interior Services	\$ 17,000.00	Yes		Selected as qualified low responsive bidder.
Alen Construction Group	\$ 19,838.03	Yes		Not Selected.
<b>09A- Demolition/Framing/DEFS/Caulking</b>				
Atlantic Interior Services	\$ 507,500.00	Yes		Selected as qualified low responsive bidder.
Alen Construction Group	\$ 610,320.73	Yes		Not Selected.
<b>21A- Fire Suppression</b>				
Polaris	\$ 20,120.00	No	Selected as low responsive proposal.	Selected as low responsive proposal.
<b>26A- Electrical/Fire Alarm</b>				
Dato Electrical	\$ 50,700.00	No		Not Selected.
ECSI	\$ 51,415.00	No		Not Selected.
Davco Electric	\$ 59,300.00	No		Not Selected.
Stryker Electric	\$ 49,586.00	No		Selected as qualified low responsive bidder.

\* This project has a 12% SBE participation requirement.

# **Public Construction Bond**



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

March 8, 2022

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

**RE: SMC12 West People Tube Repair  
Contractor: The Morganti Group, Inc.  
Bond No.: 107557746 / 9395813 / ES00010865**

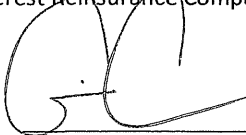
To Whom It May Concern:

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

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

Sincerely,

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

By:   
\_\_\_\_\_  
Gabriela Camacho, Attorney-in-Fact

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

**TRAVELERS**

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

**POWER OF ATTORNEY**

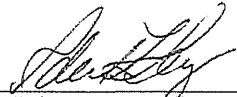
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and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

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



State of Connecticut

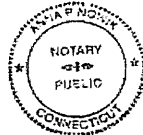
City of Hartford ss.

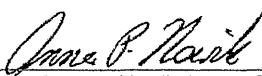
By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

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

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

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

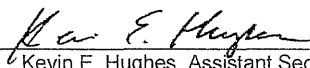
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this 8th day of March, 2022



  
Kevin E. Hughes, Assistant Secretary

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

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

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

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

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



ATTEST:

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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

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

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



*Constance A. Dunn*

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

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 8th day of March, 2022.



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](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

EVEREST

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

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

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

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

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

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

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

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

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

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



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

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

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

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this 8th day of March 2022.

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 107557746, 9395813, ES00010865

BOND AMOUNT Eight Hundred Ninety Nine Thousand Eight Hundred Forty and 00/100 Dollars (\$899,840.00)

CONTRACT AMOUNT Eight Hundred Ninety Nine Thousand Eight Hundred Forty and 00/100 Dollars (\$899,840.00)

CONTRACTOR'S NAME: The Morganti Group, Inc.

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

CONTRACTOR'S PHONE: (561) 689-0200

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

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

SURETY'S PHONE: (806) 277-0111 / (847) 605-6000 / (908) 604-3000

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

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

OWNER'S PHONE: (561) 471-7462

PROJECT NAME: SMC12 West People Tube Repair

PROJECT NUMBER: SMC12

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Level 1 Alteration of the underside soffit of the West People Tube including MOT, demolition of existing soffit, new framing and DEFS soffit and associated fire suppression, lighting and fire alarm

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_  
3200 Belvedere Rd, West Palm Beach, FL 33406  
PCN 00 43 43 31 01 001 0010

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

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

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

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

Eight Hundred Ninety Nine Thousand Eight Hundred Forty and 00/100 Dollars (\$899,840.00)

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: SMC12 West People Tube Repair  
Project No.: SMC12  
Project Description: Level 1 Alteration of the underside soffit of the West People Tube  
Project Location: Palm Beach International Airport  
846 Palm Beach International Airport  
West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_ between Principal and County Palm Beach  
Contract No. \_\_\_\_\_, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

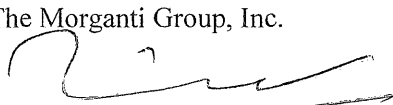


Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Dated: \_\_\_\_\_

The Morganti Group, Inc.

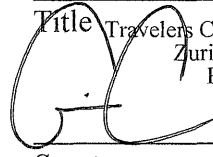
Deborah Cordova  
Witness

  
Principal (Seal)

Deborah Cordova  
Print Name

Thamer Rushaidat, President & CEO

Jm M. Feeney  
Witness

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

Jean M. Feeney  
Print Name

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

**POWER OF ATTORNEY**

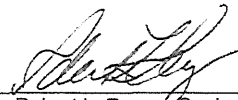
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and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

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



State of Connecticut

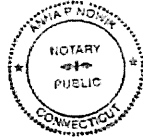
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_,



  
Kevin E. Hughes, Assistant Secretary

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

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

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

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

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



ATTEST:

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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

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

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



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

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

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



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

Brian M. Hodges, Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

EVEREST

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

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

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

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

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

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

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

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

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

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



*N. Chase*

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

*A. Romano*

By: Anthony Romano, Vice President

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

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

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

## **Contract History**

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

ORIGINAL CONTRACT		YEAR 1-2	1 <sup>st</sup> EXT YR 3	2 <sup>nd</sup> EXT YR 4	3 <sup>rd</sup> EXT YR 5										
RESOLUTION NO		R-2019-1221	R-2021-1023												
DATE APPROVED		8/20/2019	8/17/21												
SBE Goal		15.00%													
EXPIRATION		8/20/2021	8/20/2022	8/20/2023	8/20/2024										
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOWO CLOSED
Amendment No 1 SMC-01	18% of which 4% MBE (AA and HA)	SMC 01 Terminal Condensation Phase 1	190	6/8/20	12/14/20	1/13/21	\$1,383,500.00						\$1,383,500.00	June 2, 2020 Board (R2020-0556)	
		CO NO 1	8		12/22/20			\$34,896.07	\$42,896.07		\$14,096.07				
		CO NO 2	0		12/22/20	1/21/21		\$72,529.17	\$72,529.17				\$72,529.17	1/12/21 Board Meeting 2021-0053	
		GMP Adjustments						-\$19,806.41		\$1,471,118.83				CRC 7/7/21	CRC 7/7/2021
Amendment No 2 SMC-02	20%	SMC 02 Wallis Road Improvements-Phase 1	100	7/14/20	10/21/20	11/20/20	\$434,700.00						\$434,700.00	June 16, 2020 Board R2020-0634	
		GMP Adjustments								\$392,238.33					CRC 7/7/2021
WO SMC 03		SMC 03 Domestic Water Valve Replacement-Field Investigation					\$15,712.00				\$15,712.00			Approved 9/1/2020	
		GMP Adjustments						\$0.00		\$15,712.00					DOA Closed
WO SMC 04	N/A under \$100k	SMC 04 Domestic Water Valve Replacement-Phase 1 Priority Valves	60	9/16/20	11/14/20	12/14/20	\$93,976.00				\$93,976.00			Approved on 9/11/2020.	
		GMP Adjustments						(\$15,074.79)		\$78,901.21					DOA Closed on 6/17/21
Amend No 3 (SMC 05)	20% of which 5% is for M/MBE	SMC 05 Terminal Condensation Phase 2	376	11/30/20	12/10/21	1/9/22	\$3,148,984.00						\$3,148,984.00	R2020-1778 November 17, 2020 Board	
		CO No 1	0					\$43,185.78	\$0.00		\$43,185.78			Approved on 10/14/21	
		CO No 2	0					\$59,007.56	\$0.00			\$59,007.56		Approved by CRC 10/20/21	
		CO No 3	60		2/8/22	3/10/22			\$60,000.00			\$0.00		CRC 11/03/21	
		CO No. 4													
		GMP Adjustments								\$3,251,177.34					

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

ORIGINAL CONTRACT RESOLUTION NO		YEAR 1-2	1 <sup>st</sup> EXT YR 3	2 <sup>nd</sup> EXT YR 4	3 <sup>rd</sup> EXT YR 5										
DATE APPROVED		R-2019-1221	R-2021-1023												
SBE Goal		8/20/2019	8/17/21												
EXPIRATION		15.00%													
		8/20/2021	8/20/2022	8/20/2023	8/20/2024										
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED
Task Order SMC 06	N/A under \$100k	SMC 06 Security Phase 2 -Continuum Upgrade		11/9/20			\$97,530.00					\$97,530.00		Approved by CRC on 11/04/2020	
		GMP Adjustments								\$97,530.00					
		SMC 07 Security Phase 3 - Replace 26 cameras	60	11/9/20	1/7/21	2/6/21	\$59,100.00				\$59,100.00			Approved by the Dept on 10/20/2020	
		Change Order No 1	57		3/5/21	4/4/21		\$0.00	\$0.00			\$0.00			
		GMP Adjustments								\$59,100.00					
Amendment No 4 (SMC 08)	SBE Price Preference	SMC 08 Building 846 UPS Upgrade	145	4/12/21	9/3/21	10/3/21	\$438,131.00						\$438,131.00	4/6/21 Board R2021-0463	
		CO No 1 Time suspended as of 8/23/21. Resumed 1/23/22	89		4/22/2022	5/22/22									
		GMP Adjustments								\$438,131.00					
Amendment No 5 (SMC 10)	SBE Price Preference	SMC 10 LTG 3 Structural repair	101	4/12/21	7/21/21	9/20/21	\$221,117.00						\$221,117.00	4/6/21 Board R2021-0418	
		CO No 1	28		8/18/21	9/17/21		\$0.00	\$28,000.00		\$0.00			Approved on 8/31/21	
		CO No 2	92		11/18/21	12/18/21		\$0.00	\$92,000.00		\$0.00			Approved by CRC on 10/20/21	
		GMP Adjustments								\$221,117.00					
	20%	SMC 11 Domestic Water Valve Replacement-Phase 2					\$521,936.00							On hold due to funding	
Amend No 6	10% SBE	First year time extension												8/17/2021 Board Meeting R-2021-1023	
Amend No 7 (SMC 09)	SBE 10%	SMC 09 Fire Pump Replacement	214	8/25/21	3/28/22	4/25/22	\$605,906.00						\$605,906.00	8/17/21 Board Meeting R2021-1161	
		GMP Adjustments								\$605,906.00					



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

ORIGINAL CONTRACT RESOLUTION NO DATE APPROVED SBE Goal EXPIRATION		YEAR 1-2 R-2019-1221 8/20/2019 15.00% 8/20/2021	1 <sup>st</sup> EXT YR 3 R-2021-1023 8/17/21	2 <sup>nd</sup> EXT YR 4 8/20/2023	3 <sup>rd</sup> EXT YR 5 8/20/2024										
REF DOC	API-GSC	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED
AmendNo. 8 (SMC 11)		SMC 11 Generator Controllers	135	1/3/22	5/17/22	6/16/22	\$717,900.00						\$717,900.00	12/21/21 Board (R2021-1951)	
		GMP Adjustments								\$717,900.00					
Amend No 9 (SMC12)		SMC 12 West People Tube Repairs	81	5/30/22	8/19/22		\$889,840.00						\$889,840.00	04/12/22 Board	
		GMP Adjustments													
		SMC 13 CUPPS Expansion													
		GMP Adjustments													
SMC 14		SMC 14 West Taxi Loop													
		GMP Adjustments													
SMC 15		SMC 15 F45 Building Repairs - Investigation services													
		GMP Adjustments													
SMC 16		SMC 16 FBI Structural Investigations													
		GMP Adjustments													
SMC 17		LNA NEC Corrections													
		GMP Adjustments													
<b>Total</b>							\$8,828,332.00	\$132,276.71		\$7,348,832.71	\$246,869.85	\$156,537.56	\$7,912,607.17		

**Notes:**

Items in Blue are draft

Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking

Document	Authority	
Task Order	Lead Dept	less than \$100,000
Task Order	CRC	\$100,000 - \$200,000
Amendment	BCC	≥ \$200,000

<sup>1</sup> Approval Authority

*Time	CO Value	Authority	Cumulative Days	Authority
	\$0-\$0,000	Lead Dept	0-30 days	Lead Dept
	\$50,001-100,000	CRC	31-90	CRC
	>\$100,001	BCC	120	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

<sup>1</sup> 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

# **OEBO Schedules**

**OEBO SCHEDULE 1 CM Fees Only**

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SMC12 West People Tube Repair

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group  
 CONTACT PERSON: Jennifer Uman  
 SOLICITATION OPENING/SUBMITTAL DATE: 1/25/22

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC12  
 ADDRESS: 1662 N US Hwy 1 Suite C, Jupiter FL 33469  
 PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com  
 DEPARTMENT: Department of Airports

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Cooper Construction Mgmt 354 Hiatt Dr Palm Beach Gardens, FL 33418	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$29,553.00	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

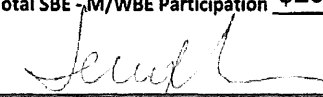
Total \$29,553.00

Total Bid Price \$ \$196,415.50

Total SBE -M/WBE Participation \$29,553.00

**CM Fees Only**

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

  
Signature

Sr Project Manager  
Title

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

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC15

SOLICITATION/PROJECT NAME: SMC12 West People Tube Repair

Prime Contractor: The Morganti Group Subcontractor: Cooper Construction Mgmt

**(Check box(s) that apply)**

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

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

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

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

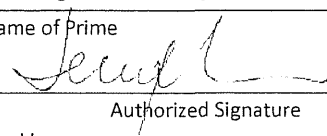
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Construction Mgmt Services				\$29,553.00

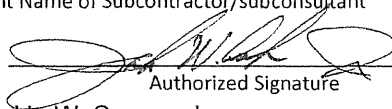
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$29,553.00

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

n/a Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

The Morganti Group  
 Print Name of Prime  
 By:   
 Authorized Signature  
 Jennifer Uman  
 Print Name  
Sr Project Manager  
 Title  
 Date: 3/7/22

Cooper Construction Management  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
 Jackie W. Cooper, Jr.  
 Print Name  
President  
 Title  
 Date: March 3, 2022

# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SMC12 West People Tube Repair

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group  
 CONTACT PERSON: Jennifer Uman  
 SOLICITATION OPENING/SUBMITTAL DATE: 1/25/22

SOLICITATION/PROJECT/BID No.: PBI 18-13 SMC12  
 ADDRESS: 1662 N US Hwy 1, Suite C, Jupiter, FL 33469  
 PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com  
 DEPARTMENT: Department of Airports

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Atlantic Interior Services 208 N US Hwy 1, Suite #4 Tequesta, FL 33469 561-575-4499	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$533,672.00	_____	
2. Polaris Fire Protection 4009 SW 7th St Plantation, FL 33317 954-931-5903	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$20,120.00	
3. Stryker Electric 4241 SW High Meadows Ave Palm City, FL 34990 772-219-3389	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$49,586.00	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)							Total	\$533,672.00	\$69,706.00
Total Bid Price \$ <u>\$603,378.00</u>			Total SBE - M/WBE Participation <u>\$533,672.00</u>						

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

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

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC12

SOLICITATION/PROJECT NAME: SMC12 West People Tube Repair

Prime Contractor: The Morganti Group Subcontractor: Atlantic Interior Services

**(Check box(s) that apply)**

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Wall and Ceiling Repair				\$533,672.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$533,672.00

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

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

The Morganti Group  
 Print Name of Prime  
 By: Jennifer Uman  
 Authorized Signature  
 Jennifer Uman  
 Print Name  
Sr Project Manager  
 Title  
 Date: 3/7/22

Atlantic Interior Services  
 Print Name of Subcontractor/subconsultant  
 By: George Sanderson  
 Authorized Signature  
 George Sanderson  
 Print Name  
President  
 Title  
 Date: 3/3/22

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC12

SOLICITATION/PROJECT NAME: SMC12 West People Tube Repair

Prime Contractor: The Morganti Group Subcontractor: Polaris Fire Protection

**(Check box(s) that apply)**

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Fire Protection				\$20,120.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$20,120.00

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

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

The Morganti Group  
 Print Name of Prime  
 By: Jennifer Uman  
 Authorized Signature  
 Jennifer Uman  
 Print Name  
Sr Project Manager  
 Title  
 Date: 3/9/22

Polaris Fire Protection  
 Print Name of Subcontractor/subconsultant  
 By: Alexis Poxo  
 Authorized Signature  
 Alexis Poxo  
 Print Name  
Director  
 Title  
 Date: 3/9/2022

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: PBI 18-13 SMC12

SOLICITATION/PROJECT NAME: SMC12 West People Tube Repair

Prime Contractor: The Morganti Group Subcontractor: Stryker Electric

**(Check box(s) that apply)**

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Electrical				\$49,586.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$49,586.00

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

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

The Morganti Group  
 Print Name of Prime  
 By: Jennifer Uman  
 Authorized Signature  
 Jennifer Uman  
 Print Name  
 Sr Project Manager  
 Title  
 Date: 3/7/22

Stryker Electric  
 Print Name of Subcontractor/subconsultant  
 By: Scott B. Eccleston  
 Authorized Signature  
 Scott B. Eccleston  
 Print Name  
 President  
 Title  
 Date: 3/4/2022



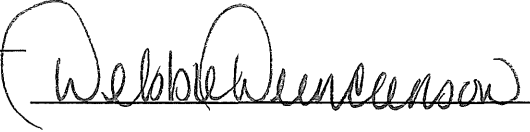
**BUDGET TRANSFER**  
 BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Passenger Improvement and Development Fund

Advantage Document Numbers:  
 BGEX 030822/1022

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 03/07/2022	REMAINING BALANCE
<u>Expenditures</u>								
121-A212-6211	lotb Non Infrastructure	2,230,845	3,252,639	889,840	0	4,142,479	2,054,480	2,087,999
121-A900-9909	Reserves Improvement Program	19,773,212	11,909,256	0	889,840	11,019,416	0	11,019,416
<b>Total Appropriations &amp; Expenditures</b>				<u>889,840</u>	<u>889,840</u>	<u>0</u>		

	<b>Signatures</b>	<b>Date</b>	<b>By Board of County Commissioners</b>
OFMB		3/14/22	At Meeting of
INITIATING DEPARTMENT/DIVISION			April 12, 2022
Administration/Budget Department Approval			Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			