

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009

Consent [] Regular
 Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Construction Manager Authorization for Task No. M-3 under the Construction Manager (CM) at Risk Contract with The Morganti Group, Inc. in the amount of \$909,000 for Construction Phase Services for the Apron A Expansion Utility Relocation at Palm Beach International Airport (PBIA).

Summary: The Department of Airports is requesting Board approval of Task Authorization M-3 to The Morganti Group, Inc. under the continuing contract for CM at Risk services approved May 20, 2008 (R-2008-0850). Task No. M-1 for The Morganti Group, Inc. was approved by the Board on May 20, 2008 (R-2008-0850.1) in the amount of \$1,089,000. Task No. M-2 in the amount of \$2,058,000 was approved by the Board on October 21, 2008 (R-2008-1848). The services provided in this Construction Manager Authorization constitute the third task to be assigned to The Morganti Group, Inc. Task No. M-3 is in the amount of \$909,000 and establishes a construction time of 150 Calendar Days. The Small Business Enterprise (SBE) goal for this contract was established at 15%. The SBE participation for this Task is 56.64%. The total SBE contract participation including Task M-3 is 13.03%. **Countywide (JCM)**

Background and Justification: The work in this task was originally included as part of the future Apron A Expansion project and will provide utility service to support the new FAA Air Traffic Control Tower (ATCT) at PBIA. The ATCT project was scheduled to commence in November 2008 requiring the underground water and sewer be relocated prior to the completion of the Apron A Expansion project. Approval of this Construction Manager Task Authorization will provide funds to relocate utilities in support of the Apron A Expansion and the ATCT at PBIA.

Attachments:

1. Three (3) Original CM Authorizations for Task No. M-3 with Contract History

Recommended By: *[Signature]* 12/11/08
 Department Director Date

Approved By: *[Signature]* 1/13/09
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ 909,000				
Operating Costs					
External Revenues (Grants)	\$(318,150)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$590,850				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 4111 Department 121 Unit A258 Object 6504
Reporting Category _____

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

Approval of this item will result in the expenditure of \$909,000. Funds are available in the above reference account. Funding sources include 35% Grants, 50% Passenger Facility Charges and 15% from Airport Revenues.

C. Departmental Fiscal Review: *C. M. Williams*

III. REVIEW COMMENTS

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

Grant funding by Florida Department of Transportation budgeted in Fund 4111 Dept 121 Unit A258 **RSAC 3404**
Grant Number 416304-1-94-01

12-29-08
1-12-09
John D. ... 1-7-09
OFMB *1/6/09* *CN* *12/19/08*

11/7/07
John J. ... 11/7/09
Contract Dev. and Control

B. Legal Sufficiency:

This item complies with current County policies.

James ... 1/8/09
Assistant County Attorney

Joe -
We had several issues with the dept. on this and last week the ones who had the answers were on vacation. That is why the delay.
Beverley

C. Other Department Review:

Department Director

CONSTRUCTION MANAGER AUTHORIZATION

PROJECT NAME: Request for Proposals for Construction Manager (CM) at Risk Services for Miscellaneous Repair, Replacement and Improvement Projects for Palm Beach County Department of Airports - Task - No. M-3 Apron A Expansion Utility Relocation @ Palm Beach International Airport (PBIA)

PROJECT NUMBER: PB 07-3

PALM BEACH COUNTY BOARD OF COMMISSIONERS

THIS AUTHORIZATION Task No. M-3 to the Agreement dated May 20, 2008 /R-2008-0850 between the COUNTY and the CONSTRUCTION MANAGER, Palm Beach County Project Number PB 07-3 (District 2) identified herein as for the Services described in Item 4 of this Authorization:

- 1. CONSTRUCTION MANAGER: The Morganti Group, Inc.
2. ADDRESS: 1450 Centrepark Blvd., Suite 260 West Palm Beach, FL 33401
3. CONSTRUCTION MANAGER began developing the Guaranteed Maximum Price (GMP) for the Apron A Expansion Utility Relocation Project as directed by the DOA.
4. Description of Services to be provided by CONSTRUCTION MANAGER: Task No. M-3 - Apron A Expansion Utility Relocation at PBIA.
5. The compensation to be paid CONSTRUCTION MANAGER for providing the requested services shall be:
[X] A. Lump Sum Fee Not to Exceed \$909,000.00.
[] B. Time and Materials fee of a Not-to-Exceed amount of \$
[] C. Reimbursable Expenses capped at \$
[] D. Lump Sum Expenses of \$

This project will be assigned Task No. M-3 with a total cost not to exceed \$909,000.00.

All terms of original agreement shall apply to this authorization.

Attachments:

- 1. Cost proposal dated October 28, 2008.
2. Schedules 1 & 2 (SBE)

IN WITNESS WHEREOF, this Authorization is accepted this ___ day of ___, 2009, subject to the terms and conditions of the aforementioned Agreement.

CONSTRUCTION MANAGER:
SIGNED: [Signature]
TYPED NAME: GERRY KELLY
TITLE: Vice President
DATE: 12/8/08

COUNTY:
SIGNED:
TYPED NAME:
TITLE:
DATE:

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

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

By: Deputy Clerk

By: John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Assistant County Attorney

By: [Signature] Director, Department of Airports

October 28, 2008

GUARANTEED MAXIMUM PRICE

Apron Expansion Utility Relocation

West Palm Beach, FL



The Morganti Group, Inc.
1450 Centrepark Blvd., Suite 260
West Palm Beach, FL 33401
(561) 689-0200



The LPA Group, Inc.
615 Crescent Executive Ct., St. 200
Lake Mary, FL 32746
(407) 306-0200





MORGANTI

Construction Managers and Design Builders

Palm Beach International Airport Apron Expansion Utility Relocation

Guaranteed Maximum Price

Section I – Executive Summary

- Project Directory

Section II- GMP Summary

Section III–Itemized General
Condition Expenses

Section IV – Staffing

Section V – Assumptions and
Clarifications

Section VI – Construction Schedule

Section VII - Contract Documents

Section VIII - SBE Schedules



Palm Beach International Airport

Apron Expansion Utility Relocation

Guaranteed Maximum Price

Executive Summary and Project Description

The relocation of the underground utilities project will be delivered to the Owner through a Construction Management at Risk Contract which includes preconstruction design coordination services, bid document review, assembly of bid packages, subcontract award, construction, and turnover to the Owner.

The work included within the Guaranteed Maximum Price includes the construction of a new lift station, installation of a new sanitary sewer force main, installation of a new water main and the installation of a gravity feed sanitary sewer system. All work will be installed in accordance with the contract documents outlined in section VII of this document and within the requirements of the Palm Beach County Water Utilities Department.

This work is being undertaken to help support and accelerate the construction of the new air traffic control tower and associated support buildings as well as the expansion of Apron "A" at Palm Beach International Airport.

The Guaranteed Maximum Price of \$909,000.00 for this project is less than the initial budget estimates due to current market conditions as well as design revision input from the entire project team. The team approach during the preconstruction process has maximized the Owner's cost savings.

The Morganti Group, Inc.

1450 Centrepark Blvd. Avenue, Suite 260, West Palm Beach, Florida 33401 Phone: (561) 689-0200 Fax: (561) 689-4774
www.Morganti.com

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MORGANTI

PROJECT DIRECTORY

OWNER:

Phone

Fax

Palm Beach County Department of Airports
Planning and Development
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1491
Cindy Portnoy, Project Manager

(561)471-7420

(561)471-7427

ARCHITECT & ENGINEER'S:

The LPA Group, Inc.
615 Crescent Executive Court, Suite 200
Lake Mary, FL 32746
Mark Jansen, Project Manager

(407)306-0200

(407)306-0468

A&B Engineering, Inc.
3461 Fairlane Farms Road
Wellington, FL 33414

(561)383-7480

(561)383-7485

CONSTRUCTION MANAGER:

The Morganti Group, Inc.
1450 Centrepark Blvd., Suite 260
West Palm Beach, FL 33401
Stuart, FL 34997
Matthew Marks, Project Manager

(561)689-0200

(561)689-4774

The Morganti Group, Inc.
1450 Centrepark Blvd. Avenue, Suite 260, West Palm Beach, Florida 33401 Phone: (561) 689-0200 Fax: (561) 689-4774
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PBIA Apron "A" Expansion Utility Relocation

Palm Beach County Department of Airports

Date: October 28, 2008
 Owner: Palm Beach County Department of Airports
 CM: The Morganti Group, Inc.
 Architect: The LPA Group, Inc.

GMP Summary - PBIA Apron "A" Utility Relocation

Section	Description	Estimated Unit Quantity		Guaranteed Max Price
02000	Demolition and Site Work	1	ls	\$492,142
02000	Fence Relocation Allowance	1	ls	\$15,000
03000	Concrete (Included in Other Divisions)	1	ls	\$0
04000	Masonry (Not Required)	1	ls	\$0
05000	Structural Metals (Not Required)	1	ls	\$0
06000	Carpentry (Not Required)	1	ls	\$0
07000	Thermal Moisture/Damproofing (Not Required)	1	ls	\$0
08000	Doors and Windows (Not Required)	1	ls	\$0
09000	Finishes (Not Required)	1	ls	\$0
10000	Specialties (Not Required)	1	ls	\$0
11000	Equipment (Not Required)	1	ls	\$0
12000	Furnishings (Not Required)	1	ls	\$0
13000	Special Construction (Not Required)	1	ls	\$0
14000	Conveying Systems (Not required.)	1	ls	\$0
15000	Mechanical (Not Required)	1	ls	\$0
16000	Electrical Systems	1	ls	\$8,650
	Construction Contingency			\$150,000
	Subtotal - Division 2 - 16			\$665,792
	Value Engineering and/or Scope Reduction			(\$3,000)
	Subtotal with Value Engineering			\$662,792
	General Conditions	1	ls	\$39,123
	Subtotal			\$701,915
	General Liability Insurance	1	ls	\$9,100
	Builder's Risk (Provided by Owner)	1	ls	\$0
	Performance and Payment Bonds	1	ls	\$9,651
	Subtotal			\$720,666
	Construction Staffing	1	ls	\$133,735
	Overhead and Profit	1	ls	\$54,600
	Guaranteed Maximum Price			\$909,000

WORK SCOPE	DESCRIPTION	V.E. ITEM NUMBER	DESCRIPTION	PROPOSED DEDUCT	APPROVED	COMMENTS
Value Engineering Log						
2A	Material Testing	01	Owner Provided Material Testing	(3,000.00)	(3,000.00)	
			Total Proposed Value Engineering:	(3,000.00)	(3,000.00)	

UNDERGROUND UTILITIES RENOVATIONS
DEPARTMENT OF AIRPORTS PALM BEACH COUNTY
THE MORGANTI GROUP INC.
GENERAL CONDITIONS
LPA GROUP DOCUMENTS DATED

October 28, 2008

ITEM DESCRIPTION	Utl'n. Rate	QTY.	Unit	Unit Cost	Subtotal	Total Cost
DIVISION 19 - GENERAL CONDITIONS						
LAYOUT						
Layout Partitions			sf.	by trades	\$ -	
Independent Surveyor			ls.	in Div 02	\$ -	
As-Built Survey			ls.	by trades	\$ -	
TEMPORARY FACILITIES						
Field Meeting Trailer			mo.	400.00	\$ -	
Set-up & Removal			ea.	1800.00	\$ -	
Field Office Trailer - Contractor	1	5	mo.	350.00	\$ 1,750	
Set-up & Removal	1	2	ea.	1300.00	\$ 2,600	
Field Office Entry Platforms	2	5	mo.	10.00	\$ 100	
Field Office Furniture	1	1	ls.	2500.00	\$ 2,500	
Field Office Janitor Service			mo.	70.00	\$ -	
Job Toolhouse			mo.	n/a	\$ -	
Chemical Toilets - Contractor	2	5	mo	75.00	\$ 750	
Septic Holding Tanks - Contractor	1	5	mo	275.00	\$ 1,375	
Computer Service Set Up	1	1	ls.	1000.00	\$ 1,000	
FO Computer Network Conn./Cable Access	1	5	mo.	150.00	\$ 750	
Internet Access Connection (Provider)			mo.	100.00	\$ -	
Field Office Computer Stations - Contractor	1	1	ea.	1250.00	\$ 1,250	
Network Maintenance	1	5	mo.	500.00	\$ 2,500	
TEMPORARY CONSTRUCTION						
Temporary Job Fence / Rent			lf.	in div. 2	\$ -	
Temporary Job Fence Repair / Relocation			lf.	in div. 2	\$ -	
Job Signs	1	1	ls.	1000.00	\$ 1,000	
Temporary Stairs			ls.	1500.00	\$ -	
OSHA Perimeter Protection/Safety			ls.	in div. 2	\$ -	
Barricades			ls.	in div. 2	\$ -	
Scaffolding			sf.	by trades	\$ -	
Temporary Partitions			sf.	by trades	\$ -	
Temporary Fire Protection	1	1	ls.	500.00	\$ 500	
Weather Protection			mo.	400.00	\$ -	
Field Office Security System			mo.	120.00	\$ -	
CLEAN UP						
General Cleaning & Misc. Labor			sf	by trades	\$ -	
Final Cleaning			sf	in div. 10	\$ -	
Trash Chutes			fl.	1000.00	\$ -	
20 YD - Dumpster	2	5	mo	400.00	\$ 4,000	
					\$ -	
PERMITS (allowance) Misc.	1	1	ls.	1000.00	\$ 1,000	
					\$ -	
TESTING			ls.	by owner	\$ -	
					\$ -	
SUPPLIES						

Office Supplies	1	5	mo.	330.00	\$ 1,650
Copier Maintenance	1	5	mo	200.00	\$ 1,000
Postage & Overnight Mail	1	5	mo.	375.00	\$ 1,875
Overnight Mail			mo.	incl.	\$ -
Safety Supplies	1	5	mo.	55.00	\$ 275
Drug Test Program			ea.	75.00	\$ -
Jessica Lunsford Act			ea.	65.00	\$ -
PBIA Security Check			ea.	75.00	\$ -
Uniform SVC - Exposed Personnel			wks.	n/a	
Progress Photos	1	5	mo.	90.00	\$ 450
Digital Camera	1	1	ea.	250.00	\$ 250
Water, Ice & Cups	1	5	mo.	90.00	\$ 450
First Aid Supplies			ls.	200.00	\$ -
Reproduction Expenses	1	20	set	250.00	\$ 5,000
As-Built Drawings			set	500.00	\$ -
Final As-Built Survey			ls.	in site survey	\$ -
Microfilm Construction Documents			ls.	n/a	\$ -
UTILITIES					
Temporary Wiring			ls.	in div. 16	\$ -
Electric Service to Site			ls.	n/a	\$ -
Electric Service @ Offices	1	5	mo	340.00	\$ 1,700
Telephone Hookup			ea.	n/a	\$ -
Job Phone - Contractor w/d			mo.	n/a	\$ -
Cellular Phones	2	5	mo.	150.00	\$ 1,500
Job Phone - O/A			mo.	n/a	\$ -
Construction Power - Initial			mo.	n/a	\$ -
Construction Power - w/ AC			mo.	n/a	\$ -
Checkout Power Consumption			mo.	n/a	\$ -
Water Hook-Up for All Trailers	1	1	ls.	1000.00	\$ 1,000
Water Consumption for All Trailers	0	5	mo.	50.00	\$ -
HOISTING					
			ls.	by trades	\$ -
EQUIPMENT					
Field Office Equip. - Contractor			ls.		\$ -
copier large			ea.	by owner	\$ -
copier small	1	1	ea.	850.00	\$ 850
printer			ea.	by owner	\$ -
fax machine	1	1	ea.	458.00	\$ 458
electric power strips	3	1	ea.	30.00	\$ 90
Small Tools	1	1	ls.	500.00	\$ 500
Generator			mo.	1800.00	\$ -
Job Site Radios			ea.	n/a	
SCHEDULING					
			mo.	360.00	\$ -
					\$ -
MISC. REQUIREMENTS					
Advertising Fees	1	1	ls.	in pre-con	\$ -
Project Closeout	1	1	ls.	1000.00	\$ 1,000
SUB TOTAL REIMBURSABLE GENERAL CONDITIONS					
					\$ 39,123

PBIA Apron A Expansion - Utility Relocation
 DEPARTMENT OF AIRPORTS PALM BEACH COUNTY
 THE MORGANTI GROUP INC.
 CONSTRUCTION PHASE FEE
 90% Documents Dated September 2008, Revision 1

October 28, 2008

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL LABOR	LABOR BURDEN RATE	TOTAL BURDEN	TOTAL RATE
Group 1								
1	Senior Project Manager	0.10	5	\$ 8,000	\$4,000	0.6219	\$2,488	\$6,488
Group 2								
2	Project Manager	0.50	5	\$ 8,000	\$20,000	0.6219	\$12,438	\$32,438
3	Superintendent # 1	1.00	4	\$ 8,000	\$32,000	0.6219	\$19,901	\$51,901
Group 3								
4	Project Coordinator	0.50	3	\$5,610	\$8,415	0.5219	\$4,392	\$12,807
5	Project Accountant	0.10	0	\$5,500	\$0	0.5219	\$0	\$0
6	Field Office Secretary	0.50	5	\$4,500	\$11,250	0.5219	\$5,871	\$17,121
	Office Supplies/Misc Nonreimbursable Expenses	1.00	5	\$700	\$3,500			\$3,500
	Preconstruction Staff Services	0.01		\$948,000				\$9,480
	SUBTOTAL							\$133,735
					TOTAL STAFF COSTS			\$133,735



Palm Beach International Airport

Apron Expansion Utility Relocation

Guaranteed Maximum Price

Estimate Assumptions and Clarifications

1. The guaranteed maximum price does not include any permit fees, deposits, inspection fees, etc.... It is our understanding that any and all required permits will be applied for and paid for by the Owner or by other parties under separate contract.
2. This construction document estimate does not include any costs associated with inspections or specialty inspectors of any kind. The Owner will provide all required inspections and certified inspectors required in association with permits provided by SFWMD, DEP, DERM, DERC, NPDES and all other governing agencies that may be applicable to this project.
3. The guaranteed maximum price does not include any utility fees including but not limited to tap fees, inspection fees or impact fees, or utility services such as underground/overhead power or gas installation, removal or relocation. The Owner shall pay for all meters, services, transformers and inspections.
4. Cost of relocation or removal of any power poles, utility poles, or pole support lines is not included.
5. The guaranteed maximum price excludes any cost associated with the removal of any unsuitable subsurface materials.
6. All materials testing shall be paid for and provided by the Owner and will be coordinated by the Construction Manager.
7. On-site utilities shall be available to and utilized by the Construction Manager. Any costs associated with the consumption of these utilities for construction shall be paid for directly by the Owner. The Construction Manager shall use existing services already on-site.
8. The anticipated construction start date and contract completion date will be determined from the date all necessary permits and the Notice to Proceed have been issued. Once all documents are obtained a mutually agreed upon schedule will be determined for the scope of work included in the GMP.
9. As of the date of the guaranteed maximum price the Owner has not required the Construction Manager to participate in an Owner Provided Insurance Program, therefore it is not included.
10. Builders Risk insurance is not included in the guaranteed maximum price, therefore the Owner must provide appropriate property insurance.
11. It is the Construction Manager's understanding the Federal Aviation Administration (FAA) is not an Authority Having Jurisdiction or providing funding on this project; therefore, requirements of the FAA funding are not included in the construction document estimate or any subcontract agreement.

The Morganti Group, Inc.

1450 Centrepark Blvd. Avenue, Suite 260, West Palm Beach, Florida 33401 Phone: (561) 689-0200 Fax: (561) 689-4774
www.Morganti.com

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12. The guaranteed maximum price is based upon 90% drawings dated September 2008 and does not include any costs associated with revisions to the contract documents already made or yet to be made by permitting agencies.
13. Wherever the term "at its expense" appears in the agreement between the Owner and Construction Manager it shall only apply to these items specifically included in the guaranteed maximum price.
14. The guaranteed maximum price includes the following allowance for undefined scopes of work.
 - a. \$15,000.00 for site fencing relocation
15. The Construction Manager's Fees shall be billed and funded at the same percentage as the complete and stored work to date percentage on the monthly Owner's payment requisition.

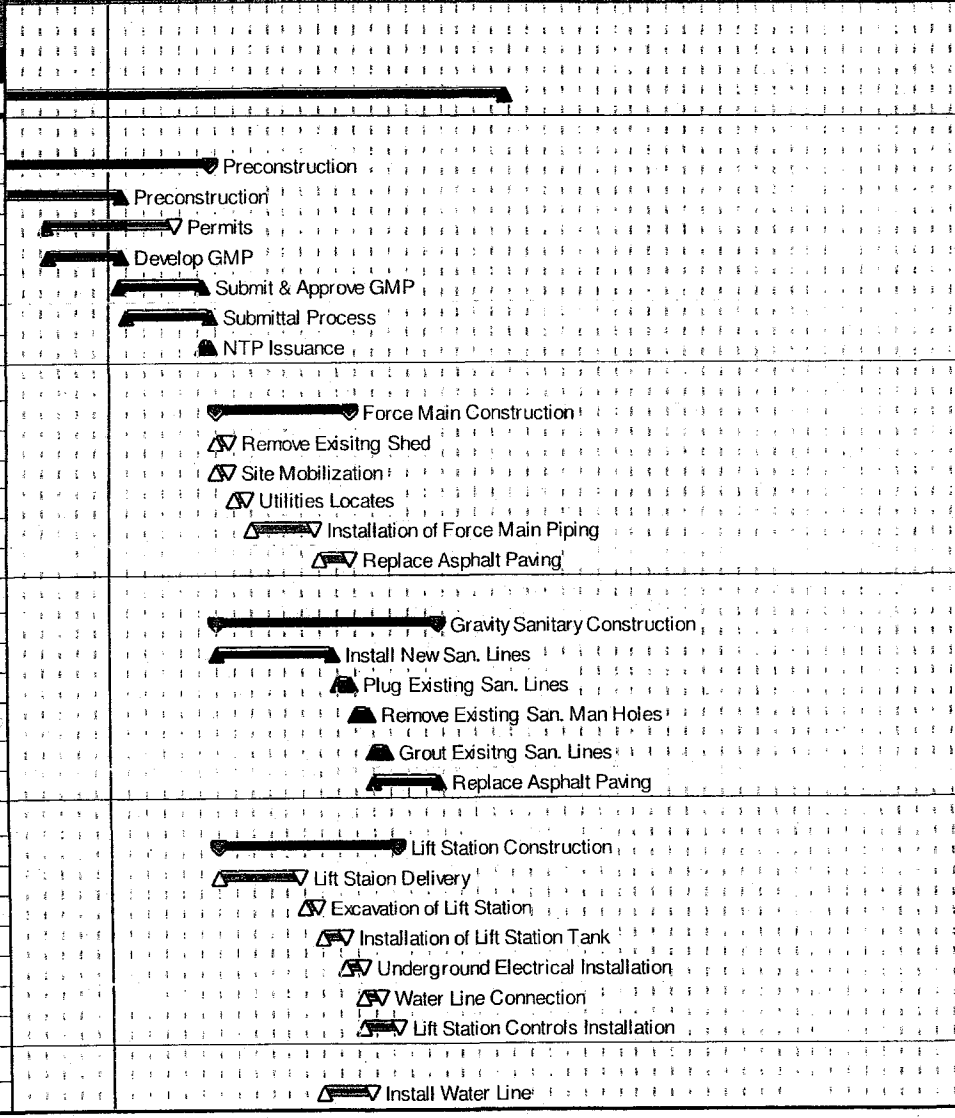
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PBIA Apron "A" Utility Relocation

		165	115	08/18/08	04/03/09
Preconstruction					
0001	Preconstruction	80 *	30 *	08/18/08	12/05/08
0002	Preconstruction	40	5	08/18/08	10/31/08
0007	Permits	40	15	10/01/08	11/21/08
0004	Develop GMP	15	5	10/02/08	10/31/08
0005	Submit & Approve GMP	23	23	10/31/08	12/02/08
0003	Submittal Process	25	25	11/03/08	12/05/08
0006	NTP Issuance	3	3	12/03/08	12/05/08
Force Main Construction					
0017	Force Main Construction	40 *	40 *	12/08/08	01/30/09
0020	Remove Existing Shed	5	5	12/08/08	12/12/08
0033	Site Mobilization	5	5	12/08/08	12/12/08
0035	Utilities Locates	5	5	12/15/08	12/19/08
0018	Installation of Force Main Piping	20	20	12/22/08	01/16/09
0019	Replace Asphalt Paving	10	10	01/19/09	01/30/09
Gravity Sanitary Construction					
0021	Gravity Sanitary Construction	65 *	65 *	12/08/08	03/06/09
0022	Install New San. Lines	35	35	12/08/08	01/23/09
0023	Plug Existing San. Lines	5	5	01/26/09	01/30/09
0024	Remove Existing San. Man Holes	5	5	02/02/09	02/06/09
0025	Grout Existing San. Lines	5	5	02/09/09	02/13/09
0026	Replace Asphalt Paving	20	20	02/09/09	03/06/09
Lift Station Construction					
0008	Lift Station Construction	52 *	52 *	12/08/08	02/17/09
0011	Lift Station Delivery	25	25	12/08/08	01/09/09
0012	Excavation of Lift Station	5	5	01/12/09	01/16/09
0013	Installation of Lift Station Tank	7	7	01/19/09	01/27/09
0014	Underground Electrical Installation	5	5	01/28/09	02/03/09
0015	Water Line Connection	5	5	02/04/09	02/10/09
0016	Lift Station Controls Installation	10	10	02/04/09	02/17/09
Water Line Construction					
0034	Install Water Line	15	15	01/19/09	02/06/09



Start date 09/22/08 4:00AM
 Finish date 04/03/09 4:59PM
 Data date 10/27/08 12:00AM
 Run date 10/27/08 11:00AM
 Page number 1A
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The Morganti Group, Inc.
 PBIA Apron "A" Utility Relocation

- △ Early start point
- ▽ Early finish point
- ▬ Early bar
- ▬ Progress bar
- ▬ Critical bar
- ▬ Summary bar
- ▲ Progress point
- ▲ Critical point
- ♥ Summary point
- ◆ Start milestone point
- ◆ Finish milestone point

ID	DESCRIPTION	QUANTITY	UNIT	START DATE	FINISH DATE	STATUS
0036	Pressure Test Water Line	3	3	02/09/09	02/11/09	△ Pressure Test Water Line
0038	Cap Existing Water Line	3	3	02/12/09	02/16/09	▽ Cap Existing Water Line
0040	Remove Existing Fire Hydrants	4	4	02/17/09	02/20/09	▽ Remove Existing Fire Hydrants
0050	Replace Ashphalt Paving	5	5	02/23/09	02/27/09	▽ Replace Ashphalt Paving
Close Out						
0027	Close Out	50*	50*	01/26/09	04/03/09	◆ Close Out
0029	Sanitary Lines Video Inspection	5	5	01/26/09	01/30/09	▽ Sanitary Lines Video Inspection
0037	Pressure and Bac'T Testing	5	5	02/12/09	02/18/09	▽ Pressure and Bac'T Testing
0028	Lift Station Testing	5	5	02/18/09	02/24/09	▽ Lift Station Testing
0031	Final Certified As Builts Drawings.	5	5	02/25/09	03/03/09	▽ Final Certified As Builts Drawings.
0032	Close out Documents	20	20	03/09/09	04/03/09	◆ Close out Documents.
0042	Contract Close Out	0	0		04/03/09	◆ Contract Close Out
		165	115	08/18/08	04/03/09	

Start date 09/22/08 4:00AM
 Finish date 04/03/09 4:59PM
 Data date 10/27/08 12:00AM
 Run date 10/27/08 11:00AM
 Page number 2A
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The Morganti Group, Inc.
PBIA Apron "A" Utility Relocation

- △ Early start point
- ▽ Early finish point
- ▬ Early bar
- ▬ Progress bar
- ▬ Critical bar
- ▬ Summary bar
- ▲ Progress point
- ▲ Critical point
- ◆ Summary point
- ◆ Start milestone point
- ◆ Finish milestone point

Drawing Number	Title	by Drawing Number		Drawing Phase	Latest Rev. No.	Latest Rev. Date	Percent Progress
		Latest Revision					
***SPECIF	Design and Construction Standards			IFC			100
*****FDOT	Standard FDOT Specifications			IFC			100
C-105-1	Dewatering Plans			DESIGN			90
C-106-0	Cover Sheet			DESIGN	01	10/7/2008	90
C-106-1	Utility Relocation Plan			DESIGN	01	10/7/2008	90
C106-10	Utility Location Signage & Sampling Details			DESIGN			90
C106-11	Lift Station Details			DESIGN			90
C-106-12	Utility Relocation Plan			DESIGN	01	10/7/2008	90
C-106-13	Lift Station Electrical Connection			DESIGN			90
C-106-15	Typical Sections			DESIGN			90
C-106-2	Utility Relocation Plan			DESIGN	01	10/7/2008	90
C-106-3	Utility Relocation Plan			DESIGN	01	10/7/2008	90
C-106-4	Sanitary Sewer Profile			DESIGN	01	10/7/2008	90
C106-5	Potable Water # 1 Standard Details			DESIGN			90
C106-6	Potable Water #2 Standard Details			DESIGN			90
C106-7	Water & Wastewater Standard Details			DESIGN			90
C106-8	Wastewater Standard Details			DESIGN			90
C106-9	Wastewater Standard Details			DESIGN			90

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS**

PROJECT NAME: PBI Apron A Utility Relocation

PROJECTNO: I-01-PBI-L-002

NAME OF PRIME BIDDER:	The Morganti Group, Inc.	PHONE NO.:	561-689-0200
CONTACT PERSON:	Matthew Marks	FAX NO:	561-689-4774
BID DATE:	October 21, 2008	DEPARTMENT:	Airports

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontractor Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Charles D Belcher Electrical Service. 2960 Melaleuca Dr. West Palm Beach, FL 33406	X	X	\$	\$8,650.00	\$	\$	\$
Fritz Massie Fence, Inc 2862 2ND AVE NO. LAKE WORTH, FL. 33461	<input type="checkbox"/>	X	\$	\$	\$	\$15,000.00	\$
Pipe Con Corp. 2417 Quantum Blvd. Boynton Beach, FL 33426	<input type="checkbox"/>	X	\$	\$	\$	\$491,215.00	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
Total			\$	\$	\$	\$	\$

Total Bid Price: \$ 909,000.00 Total Value of SBE-M/WBE Participation: \$ 514,865.00

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
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 M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

**SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

PROJECT NAME: PBLA Apron A Utility Relocation PROJECT NO: L-01-PBL-L-002

TO: The Morganti Group, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) (check one or more as applicable):

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: 5/20/08

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

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
	<u>ELECTRICAL SERVICE</u>	<u>1</u>	<u>1</u>	<u>\$8,650.00</u>

at the following price: \$8,650.00
(Subcontractor's quote)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-SBE-M/WBE subcontractor or supplier, the amount of any such subcontract must be stated: \$ -0-

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

CHARLES D. BELCHER ELECTRICAL SERVICES, INC.
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)
CHARLES D. BELCHER PROJECT
(Print name/title of person executing on behalf of SBE-M/WBE subcontractor)

Date: 10/28/08

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

PROJECT NAME: PBIA Apion A Utility Relocation PROJECT NO: I-01-PB1-L-002

TO: The Morganti Group, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) (check one or more as applicable):

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: MAY 2, 2008

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

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
	<u>LABOR ON ASSEMBLY OF FENCE</u>		<u>750 FT</u>	

at the following price: \$15,000.00
(Subcontractor's quote)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-SBE-M/WBE subcontractor or supplier, the amount of any such subcontract must be stated: \$ _____

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

Fritz Massie Fence, Inc
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

Michael Shanley
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 10-31-08

Order # VC0000114126

**SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

PROJECT NAME: PBIA Apron A Utility Relocation PROJECT NO: I-01-PBI-L-002

TO: The Morganti Group, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) (check one or more as applicable):

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: _____

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

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
01	Underground Utilities			
	& ASSOCIATED SITE WORK		SEE BELOW	

at the following price: 491,215.00
(Subcontractor's quote)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-SBE-M/WBE subcontractor or supplier, the amount of any such subcontract must be stated: \$ _____

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

Pipe Con Corporation
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

R. Lane Berg / President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 12/3/08

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 955909
BOND AMOUNT: \$909,000.00
CONTRACT AMOUNT: \$909,000.00
CONTRACTOR'S NAME: The Morganti Group, Inc.
CONTRACTOR'S ADDRESS: 1450 Centrepark Blvd., Suite 260
West Palm Beach, FL 33401
CONTRACTOR'S PHONE: 561-202-2019
SURETY COMPANY: The Insurance Company of the State of Pennsylvania
SURETY'S ADDRESS: 175 Water Street
New York, NY 10038
OWNER'S NAME: PALM BEACH COUNTY
OWNER'S ADDRESS: 301 N. Olive Avenue
West Palm Beach, Florida 33401
OWNER'S PHONE:
DESCRIPTION OF WORK: Construction Manager at Risk Services.
PROJECT LOCATION: Palm Beach County Department of Airports, Palm Beach County, Florida
LEGAL DESCRIPTION: Task - No. M-3 Apron A Expansion Utility Relocation
at Palm Beach International Airport (PBI) PB 07-3
Project No. 1-01-PBI-L-002

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 Nine Hundred Nine Thousand and 00/100

11.18.08
RWD

Dollars (\$ 909,000.00)
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

Principal has by written agreement dated May 20, 200⁸, entered into a contract with the County for

Project Name:	Construction Manager at Risk Services
Project No.:	PB 07-3
Project Description:	Miscellaneous Repair, Replacement and Improvement Projects
Project Location:	Palm Beach County Department of Airports

in accordance with Design Criteria Drawings and Specifications prepared by

Various projects to be determined

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 May 20, 2008 between Principal and County for the design and construction of *see below, the contract being made a part of this bond by reference, at the times 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.

* Task - No. M-3 Apron A Expansion Utility Relocation at Palm Beach International Airport (PBIA), Project No. I-01-PBI-L-002 PB 07-3

8. 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.

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

Witness

Souie Canaves

Witness

The Morganti Group, Inc.

Principal

(Seal)

[Signature]
Title

The Insurance Company of the State of Pennsylvania
Surety (Seal)

[Signature]
Witness

[Signature]
Title Jean Brooker, Attorney-in-Fact

Countersigned by: *[Signature]*
Joseph Michael Pietrangolo, FL Licensed Resident Agent #A207358

POWER OF ATTORNEY

The Insurance Company of the State of Pennsylvania
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 29746

No. 04-B-07407

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Kevin A. White, Susan M. Kedian, Mark P. Herendeen, Jean M. Feeney, Michael J. Cusack, Jean Brooker, John J. Gambino, Nicole Roy, Natalie Coney, of Boston, Massachusetts---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 17th day of January, 2008



Vincent P. Forté

Vincent P. Forté, Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 17th day of January, 2008, before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Juliana E. Hallenbeck

JULIANA E. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HA6125671
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power 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 valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 12th day of November, 2008.



Elizabeth M. Tuck

Elizabeth M. Tuck, Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2008

PRODUCER
Aon Risk Services, Inc. of Massachusetts
One Federal Street
Boston, MA 02110 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
The Morganti Group, Inc.
1450 Centrepark Boulevard
Suite 260
West Palm Beach FL 33401 USA

INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Steadfast Insurance Company	26387
INSURER D:		
INSURER E:		

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL0386731501	07/01/08	07/01/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded. \$500 <input checked="" type="checkbox"/> Coll Ded. \$500	BAP386731401 AOS	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	AUC937520205	07/01/08	07/01/09	EACH OCCURRENCE	\$6,000,000
						AGGREGATE	\$6,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC386731301	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
C		OTHER Prof Liability	EOC913853702	07/01/08	07/01/09	Each Claim Deductible	\$1,000,000 \$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Project No. PB 07-3. Project: Task M-3 Apron Airport Extension. Palm Beach County Board of County Commissioners, a Political subdivision of the State of Florida, its officers, Employees and Agents included as Additional Insured on the captioned General Liability policy with respect to the work performed by The Morganti

CERTIFICATE HOLDER
 Palm Beach County
 c/o Department of Airports
 Bldg. 846, P.B.I.A.
 West Palm Beach, FL 33406 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: *Aon Risk Services Inc., of Massachusetts*

Holder Identifier : Endt. Certificate No : 570031628707

Attachment to ACORD Certificate for The Morganti Group, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

The Morganti Group, Inc.
 1450 Centrepark Boulevard
 Suite 260
 West Palm Beach FL 33401 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Group. Contractual Liability Coverage is included under General Liability policy. Insurance is Primary and Non-Contributory. A Waiver of Subrogation applies. (See attached Endorsements)

Certificate No : 570031628707

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

A GENERAL AGGREGATE LIMIT APPLIES TO ALL CONSTRUCTION PROJECTS WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

