



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ 223,000				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$223,000</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  No

Budget Account No: Fund 4111 Department 121 Unit A232 Object 6504  
Reporting Category \_\_\_\_\_

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

Funding is available in the above referenced account.

C. Departmental Fiscal Review: *CM Simon*

**III. REVIEW COMMENTS**

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

*[Signature]* 6/11/09  
OFMB *ON* 5/26/09

*[Signature]* 6/11/09  
Contract Dev. and Control

**This item complies with current County policies.**

**B. Legal Sufficiency:**

*[Signature]* 6/3/09  
Assistant County Attorney

**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-5 Hangar Roof Repairs & FBO HVAC Renovation @ North County General Aviation Airport

PROJECT NUMBER: PB 07-3

PALM BEACH COUNTY BOARD OF COMMISSIONERS

THIS AUTHORIZATION Task No. M-5 to the Agreement dated May 20, 2008 R20080850 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 shall begin work promptly after receipt of an executed copy of this authorization...
4. Description of Services to be provided by CONSTRUCTION MANAGER: Task No. M-5 - Hangar Roof Repairs & FBO HVAC Renovation @ North County General Aviation Airport.
5. The compensation to be paid CONSTRUCTION MANAGER for providing the requested services shall be:
[X] A. Lump Sum Fee Not to Exceed \$210,700.
[ ] B. Time and Materials fee of a Not-to-Exceed amount of \$
[X] C. Reimbursable Expenses capped at \$12,300.00.
[ ] D. Lump Sum Expenses of \$

This project will be assigned Task No. M-5 with a total cost not to exceed \$223,000.00.

All terms of original agreement shall apply to this authorization.

Attachments:

- 1. Cost proposal dated February 3, 2009.
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: Gerald Kelly TITLE: Sr. Vice President DATE: MAY 5, 2009

COUNTY: SIGNED: TYPED NAME: TITLE: DATE:

ATTEST: SHARON R. BOCK CLERK AND COMPTRROLLER

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

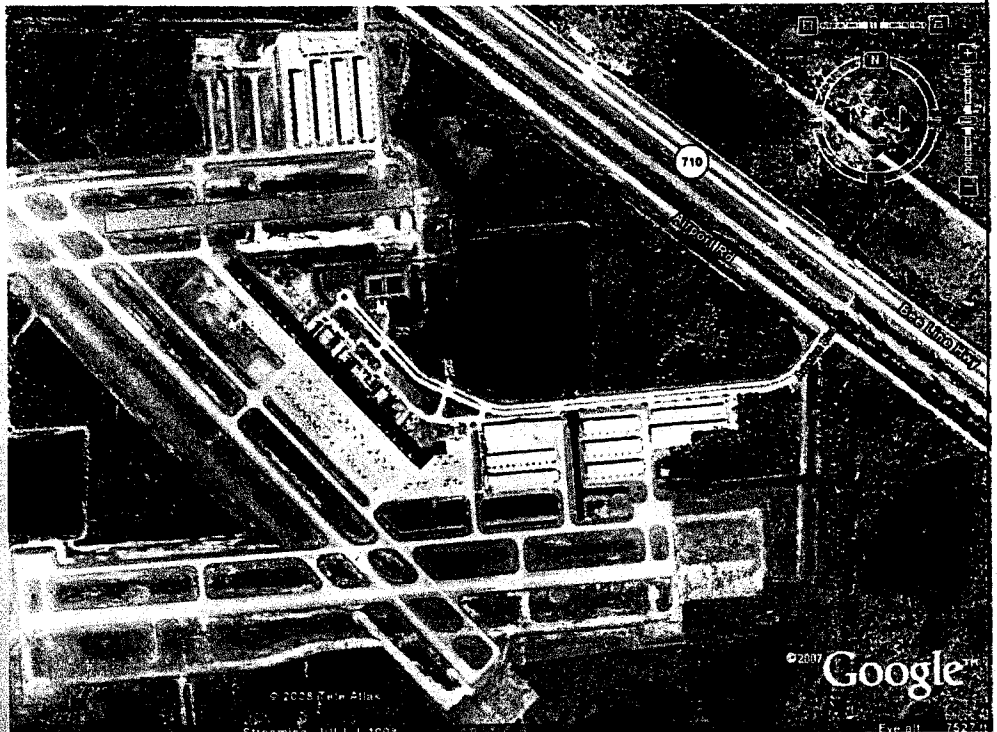
February 3, 2009

**GUARANTEED MAXIMUM PRICE**

# North County General Aviation Airport

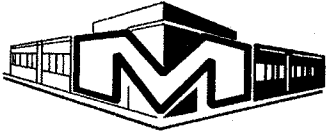
Conventional Hangar Roof Repairs & FBO HVAC  
Renovation

*West Palm Beach, FL*



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





**MORGANTI**

**North County  
General Aviation  
Airport  
Conventional Hangar Roof  
Repairs & FBO HVAC Renovation**

**Guaranteed  
Maximum Price**

***Section I – Project Information***

- Project Directory
- Executive Summary

***Section II - GMP Summary***

***Section III – Itemized General  
Conditions Expenses***

***Section IV - Staffing***

***Section V – Assumptions and  
Clarifications***

***Section VI – Construction Schedule***

***Section VII – Contract Documents***

***Section VIII – SBE Schedules***

**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](http://www.Morganti.com)

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**PROJECT DIRECTORY**

<u>OWNER:</u>	<u>Phone</u>	<u>Fax</u>
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
 <u>ARCHITECT &amp; ENGINEER'S:</u>		
The LPA Group, Inc. 2000 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, Fl 33409 Juan Molina - Project Manager	(561) 686-5130	(561) 686-5131
Smith Engineering Consultants 2161 Palm Beach Lakes Blvd. Suite #312 West Palm Beach, FL 33409 Larry Smith - Principal	(561)383-7480	(561)383-7485
 <u>CONSTRUCTION MANAGER:</u>		
The Morganti Group, Inc. 1450 Centrepark Blvd., Suite 260 West Palm Beach, FL 33401 Matthew Marks, Project Manager	(561)689-0200	(561)689-4774

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**North County General Aviation Airport  
Conventional Hangar Roof Repairs & FBO HVAC Renovation**

**Guaranteed Maximum Price**

**Executive Summary**

The facilities repair (FBO HVAC & Hangar Roof Repair) 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 information contained within this manual is part of the Guaranteed Maximum Price preparation services based on the 100% Construction Document Submittal from The LPA Group, Inc. dated July 2008.

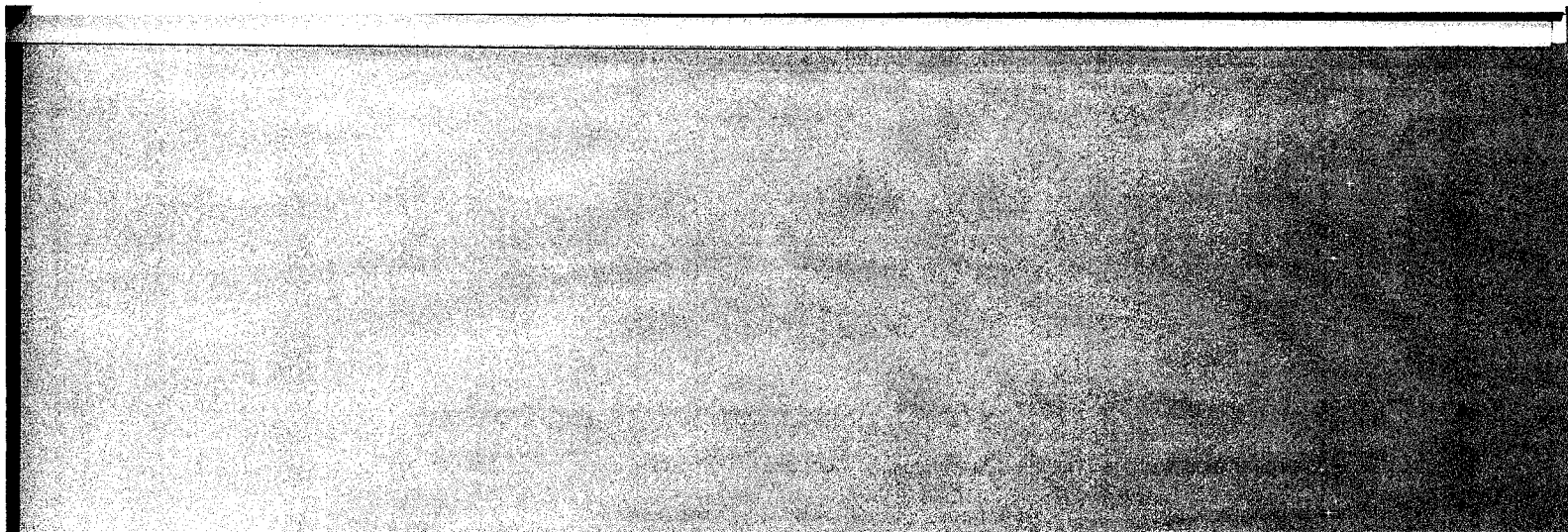
The work included within the Guaranteed Maximum Price includes the demolition and replacement of the HVAC systems, installation of new wood doors and hardware, installation of new acoustical ceiling, installation of new drywall and framing and hangar roof repairs

The Guaranteed Maximum Price is \$223,000.00 based on the attached documents and the attached assumptions and clarifications.

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**North County General Aviation Airport - FBO Renovation & HVAC Replacement**

**Palm Beach County Department of Airports**

Date: February 3, 2009  
 Owner: Palm Beach County Department of Airports  
 CM: The Morganti Group, Inc.  
 Architect: The LPA Group, Inc.

**GMP Summary - North County General Aviation Airport - FBO HVAC Renovation & Hangar Roof Repair**

Section	Description	Estimated Quantity	Unit	Guaranteed Max Price
02000	Demolition and Site Work (Not Required)	1	ls	\$0
02000	Fence Relocation	1	ls	\$0
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	1	ls	\$24,500
08000	Doors and Windows	1	ls	\$8,200
09000	Finishes	1	ls	\$23,808
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	1	ls	\$63,500
16000	Electrical Systems	1	ls	\$39,159
	Construction Contingency			\$9,000
	<b>Subtotal - Division 2 - 16</b>			<b>\$168,167</b>
	Reimbursable General Conditions	1	ls	\$12,300
	<b>Subtotal</b>			<b>\$180,467</b>
	General Liability Insurance	1	ls	\$2,220
	Builder's Risk (Provided by Owner)	1	ls	\$0
	Performance and Payment Bonds	1	ls	\$2,354
	<b>Subtotal</b>			<b>\$185,042</b>
	Construction Managers Fee	1	ls	\$37,958
	<b>Guaranteed Maximum Price</b>			<b>\$223,000</b>



ITEM DESCRIPTION	Utlr. Rate	QTY.	Unit	Unit Cost	Subtotal	Total Cost
<b>DIVISION 19 - GENERAL CONDITIONS</b>						
<b>LAYOUT</b>						
Layout Partitions			ls.		\$ -	
Independent Surveyor			sf.	by trades	\$ -	
As-Built Survey			ls.	in Div 02	\$ -	
			ls.	by trades	\$ -	
<b>TEMPORARY FACILITIES</b>						
Field Meeting Trailer			mo.	400.00	\$ -	
Set-up & Removal			ea.	1800.00	\$ -	
Field Office Trailer - Contractor	1	0	mo.	350.00	\$ -	
Set-up & Removal	1	0	ea.	1300.00	\$ -	
Field Office Entry Platforms	4	0	mo.	100.00	\$ -	
Field Office Furniture	1	0	ls.	2500.00	\$ -	
Field Office Janitor Service			mo.	70.00	\$ -	
Job Toolhouse			mo.	n/a	\$ -	
Chemical Toilets - Contractor	2	0	mo	75.00	\$ -	
Septic Holding Tanks - Contractor	1	0	mo	275.00	\$ -	
Computer Service Set Up	1	0	ls.	1000.00	\$ -	
FO Computer Network Conn./Cable Access	1	0	mo.	150.00	\$ -	
Internet Access Connection ( Provider )			mo.	100.00	\$ -	
Field Office Computer Stations - Contractor	1	0	ea.	1250.00	\$ -	
Network Maintenance	1	0	mo.	500.00	\$ -	
<b>TEMPORARY CONSTRUCTION</b>						
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	1	1	ls.	500.00	\$ 500	
Scaffolding			sf.	by trades	\$ -	
Temporary Partitions			sf.	by trades	\$ -	
Temporary Fire Protection	1	1	ls.	250.00	\$ 250	
Weather Protection			mo.	400.00	\$ -	
Field Office Security System			mo.	120.00	\$ -	
<b>CLEAN UP</b>						
General Cleaning & Misc. Labor			sf	by trades	\$ -	
Final Cleaning			sf	in div. 10	\$ -	
Trash Chutes			fl.	1000.00	\$ -	
20 YD - Dumpster	5	2	mo	425.00	\$ 4,250	
					\$ -	
PERMITS (allowance) Misc.	1	1	ls.	1000.00	\$ 1,000	
					\$ -	
TESTING			ls.	by owner	\$ -	
					\$ -	
<b>SUPPLIES</b>						







**North County General Aviation Airport  
Conventional Hangar Roof Repairs & FBO HVAC Renovation**

**Guaranteed Maximum Price**

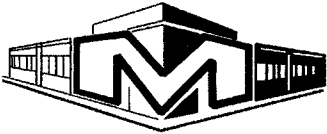
**Assumptions and Clarifications**

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 Guaranteed Maximum Price 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 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. The Guaranteed Maximum Price excludes any cost associated with the removal of any unsuitable materials, asbestos and water damaged building materials.
5. 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.
6. 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.
7. 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.
8. Builders Risk insurance is not included in the Guaranteed Maximum Price, therefore Owner must provide appropriate property insurance.
9. 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 Guaranteed Maximum Price or any subcontract agreement.
10. The Guaranteed Maximum Price does not include any costs associated with revisions to the contract documents that may be required by permitting agencies.
11. 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.

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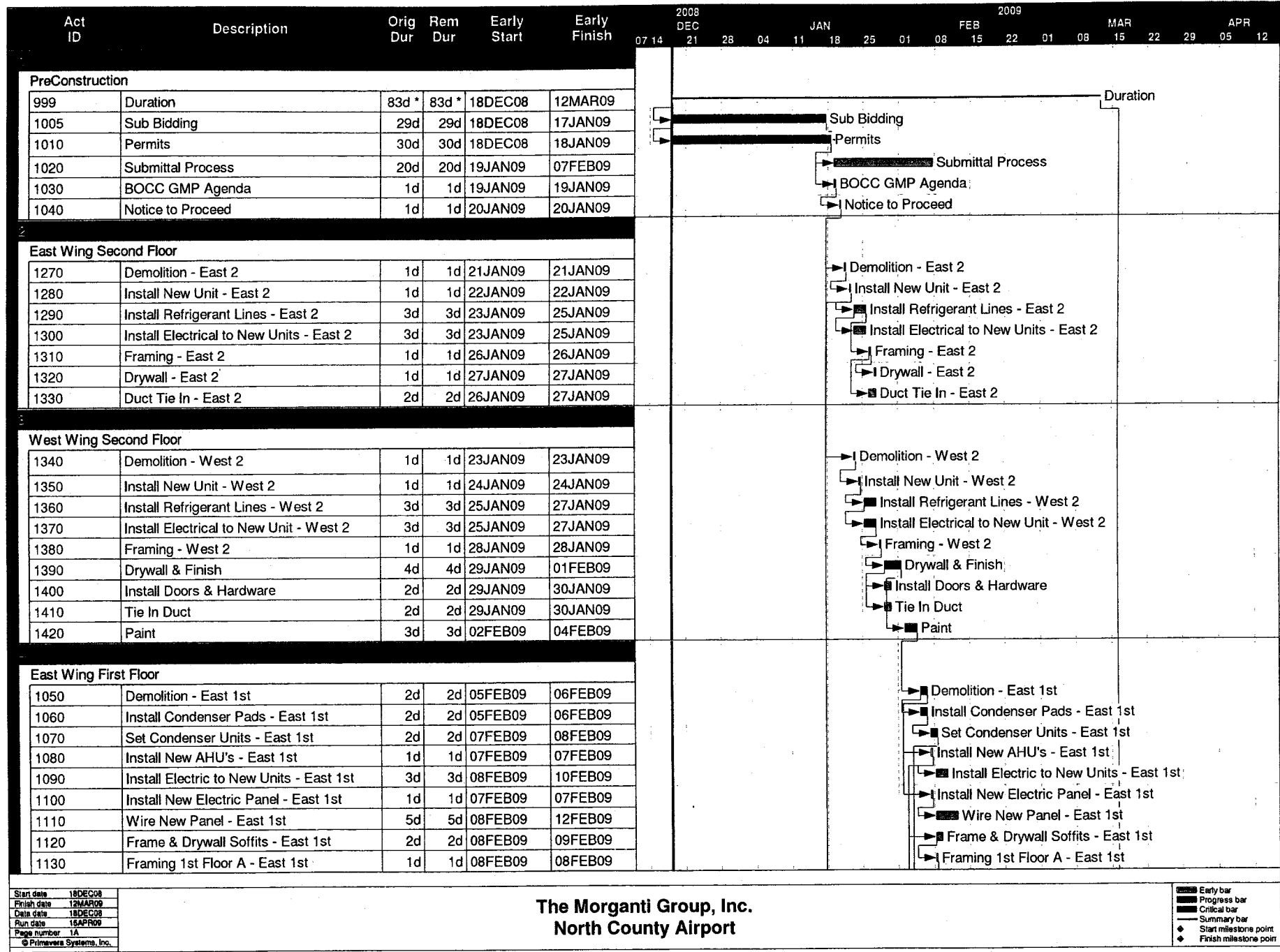
**MORGANTI**

12. All material testing shall be paid for and provided by the Owner and will be coordinated with the Construction Manager.
13. Owner shall furnish the latest asbestos survey report at least 10 days prior to issuance of the N.T.P. for use in noticing the DEP.
14. The Construction Manager's fees, including staffing shall be billed and funded at the same percentage as the complete and stored to date percentage on the monthly Owner's payment requisition.
15. Metal roof pricing based on removal and replacement of 240 linear feet per drawing sheet A-1.0
16. Existing smoke & duct detectors will be reinstalled in new ducts and air handling units.
17. Demolition and removal of the fence enclosure and chiller is included in the GMP. All conduit and pipe that services the chiller shall be cut, capped and abandoned below grade.
18. The GMP includes minimizing air conditioning down time while the building is occupied during normal business hours. Any shutdowns during normal business hours will be coordinated with the Department of Airports.
19. It is assumed that the facility will be available after normal business hours since the majority of the work required at the FBO building is required to be performed while the build is unoccupied.

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Connecticut Florida Texas



The Morganti Group, Inc.  
North County Airport

Start date 18DEC08  
Finish date 12MAR09  
Data date 18DEC08  
Run date 15APR09  
Page number 1A  
© Primavera Systems, Inc.

Early bar  
Progress bar  
Critical bar  
Summary bar  
Start milestone point  
Finish milestone point



The Morganti Group, Inc.

Job No:28SE20

Project No:28SE20

The Morganti Group, Inc.

Drawing Log

NCO - Hanger Roof Repr, FBO HVAC Ren

Date: 1/29/2009

Page: 1 of 1

Drawing Number	Title	by Drawing Number Latest Revision	Issued Date	Drawing Phase	Latest Rev. No.	Latest Rev. Date	Percent Progress
A-0.0	Coversheet		7/29/2008	IFB	000	7/29/2008	100
A-1.0	Proposed Roof Plan & Flashing Details		7/29/2008	IFB	000	7/29/2008	100
A-1.1	Existing First Floor / Demolition Plan		7/29/2008	IFB	000	7/29/2008	100
A-1.2	Existing Second / Demolition Plan		7/29/2008	IFB	000	7/29/2008	100
A-1.3	Proposed First Floor Plan		7/29/2008	IFB	000	7/29/2008	100
A-1.4	Proposed Second Floor Plan		7/29/2008	IFB	000	7/29/2008	100
A-2.0	Proposed Partitions & UL Details		7/29/2008	IFB	000	7/29/2008	100
AC-1	First Floor HVAC Plan		7/29/2008	IFB	000	7/29/2008	100
AC-2	Second Floor HVAC Plan		7/29/2008	IFB	000	7/29/2008	100
AC-3	Details and Specifications		7/29/2008	IFB	000	7/29/2008	100
E-1.1	Existing First Floor Electrical Plan		7/29/2008	IFB	000	7/29/2008	100
E-1.2	Existing Second Floor Electrical Plan		7/29/2008	IFB	000	7/29/2008	100
E-1.3	Electrical Riser & Panel Schedule		7/29/2008	IFB	000	7/29/2008	100
G-1.0	Project Layout		7/29/2008	IFB	000	7/29/2008	100



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

PROJECT NAME: North County Airport FBO HVAC Renovations & Conventional Hangar Roof Repair  
 NAME OF PRIME BIDDER: The Morganti Group, Inc.  
 CONTACT PERSON: Matthew Marks  
 BID DATE: January 15, 2009

PROJECTNO:---  
 PHONE NO.: 561-689-0200  
 FAX NO: 561-689-4774  
 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. 2980 Melaleuca Dr. West Palm Beach, FL 33406	X	X	\$	\$38,895.00	\$	\$	\$
	<input type="checkbox"/>	X	\$	\$	\$	\$	\$
	<input type="checkbox"/>	X	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	Total		\$	\$	\$	\$	\$

Total Bid Price: \$ 231,000.00 Total Value of SBE-M/WBE Participation: \$ 38,895.00

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: North County Airport - F BO HVAC Reno. & Roof Repairs 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
	ELECTRICAL	1	\$38,895.00	\$38,895.00

at the following price: \$38,895.00  
(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;  
(Print name of SBE-M/WBE Subcontractor)

By: C D. B  
(Signature)

CHARLES D. BELCHER  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 2/14/09

CFN 20090159956  
OR BK 23226 PG 1988  
RECORDED 05/12/2009 15:28:27  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1988 - 1991; (4pgs)

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 955923  
BOND AMOUNT: \$223,000.00  
CONTRACT AMOUNT: \$223,000.00  
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-5 - Hanger Roof Repairs and FBO HVAC Renovation at  
North County General Aviation Airport - Project No. 28SE20

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

RECEIVED  
MAY 11 2009  
MORGANTI / SERO

RF  
1209

as Obliges, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Two Hundred Twenty Three Thousand and 00/100

Dollars (\$ 223,000.00 )  
(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 Task No. M-5, 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.

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.

Kimberly Mory  
Witness

The Morganti Group, Inc.  
Principal (Seal)

Wayne E. Andrews  
Witness

V. Vartanian  
Title Vartan Vartanian, Group Financial Controller

Maria Chavez  
Witness

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

Natalie Conroy  
Witness

Jean Brooker  
Title Jean Brooker, Attorney-in-Fact

Countersigned

By: Joseph Michael Pietrangelo  
Joseph Michael Pietrangelo  
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. 8887

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. Kedjan, Mark P. Herendeen, Jean M. Feeney, Michael J. Cusack,  
Jean Brooker, John J. Gambino, Nicole Roy, Natalie Coneys: 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 21st day of November, 2008

*Anthony Romano*

Anthony Romano, Vice President

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

On this 21st day of November, 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. 01HAG125671  
QUALIFIED IN BROOK 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 7th day of May, 2009

*Elizabeth M. Tuck*

Elizabeth M. Tuck, Secretary

23238 (4/02)



STATE OF FLORIDA - PALM BEACH COUNTY

hereby certify that the foregoing is a true copy of the record in my office.

THIS 12 DAY OF May 2009  
SHARON R. BUCK  
CLERK & COMPTROLLER

By *[Signature]*  
DEPUTY CLERK

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2008

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

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

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

INSURERS AFFORDING COVERAGE		NAIC #
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GLO386731501	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		<b>AUTOMOBILE LIABILITY</b> <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)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
B		<b>EXCESS/UMBRELLA LIABILITY</b> <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		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE-EA EMPLOYEE	\$500,000
						E.L. DISEASE-POLICY LIMIT	\$100,000
C		<b>OTHER</b> Prof Liability	E0C913853702	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. 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 Group. Contractual Liability Coverage is included under

**CERTIFICATE HOLDER**

Palm Beach County  
c/o Department of Airports  
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*

Certificate No. 570029594684

**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**

General Liability policy. Insurance is Primary and Non-Contributory. A Waiver of Subrogation applies. See attached Endorsements, CG 20 33 0704 and CG 2503 0397.

Certificate No :

570029594684



