

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$ 190,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$190,000	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No: Fund 4111 Department 121 Unit A330 Object 6504

Reporting Category _____

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

Approval of this item results in new capital expenditures for the CM at Risk Contract with The Morganti Group, Inc. for the Emergency Phone System at PBIA. The project is 100% funded by PFC revenue.

C. Departmental Fiscal Review: CM Sumin

III. REVIEW COMMENTS

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

OFMB [Signature]
 ANK 6/24 PM 6-21-13 SC
[Signature] 6/28/13
 Contract Dev. and Control
 6-27-13 [Signature]

B. Legal Sufficiency:

[Signature] 6/28/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 2 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
THE MORGANTI GROUP, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES
TERMINAL IMPROVEMENTS PROJECT NO. PB 12-14**

This Amendment No.2 to the Contract is made as of the _____ day of _____, 2013, 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 1450 Centerpark Blvd, Suite 260, West Palm Beach, Florida 33401.

WITNESSETH

WHEREAS, on June 4, 2013, the County entered in to a Contract (R-2013-0663) with the CONSTRUCTION MANAGER to provide CONSTRUCTION MANAGER at Risk Services for a period of two (2) years with up to three (3) one (1) year renewals at the County's Option and that this merely supplements said Contract; and

WHEREAS, on July 2, 2013, the County entered into Amendment #1 (R2013-) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including CONSTRUCTION MANAGERS fees for pre-construction, 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 Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and 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 GMP 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 preconstruction phase of this Contract; and

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

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the CONSTRUCTION MANAGER, the parties agree as follows:

(1) GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and CONSTRUCTION MANAGER, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$190,000.00** for the construction costs of **Task M-2: The Emergency Phone System at Palm Beach International Airport**. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, CONSTRUCTION MANAGER shall substantially complete the project within 70 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$ 1,000.00 /day for failure to substantially complete within the contract time or approved extension thereof. Final Completion shall be within 30 Calendar Days from Substantial Completion. There are no Liquidated Damages associated between Substantial and Final Completion.

(3) ATTACHMENTS: Exhibit A - GMP Proposal dated May 13, 2013
Insurance Certificate(s)

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:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

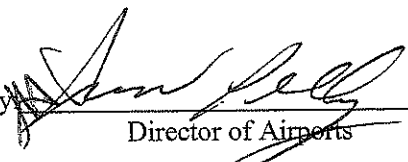
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

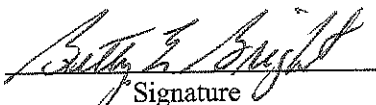
APPROVED AS TO TERMS
AND CONDITIONS

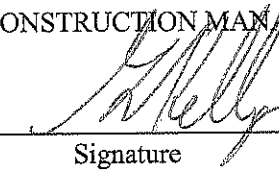
By: _____
County Attorney

By: 
Director of Airports

WITNESS:
(FOR CONSTRUCTION MANAGER)

CONSTRUCTION MANAGER:


Signature
BETTY E. BIZILANT
Name (type or print)


Signature
GERRY KELLY
Name (type or print)
SR. VICE PRESIDENT
Title

(Corporate Seal)

PBIA Task M2 Emergency Phone System

PBCC Department of Airports

Date: May 13, 2013

Owner: Palm Beach County Commissioners, Department of Airports

CM: The Morganti Group, Inc.

GMP Summary

Section	Description	Guaranteed Max Price
16120	Cabling	\$16,922
16700	Communications	\$45,585
16740	Telephone Systems and program	\$53,629
	Contingency	\$10,505
	Subtotal - Division 2 - 16	\$126,641
	Construction Staff	\$46,709
	Reimbursable General Conditions	\$1,450
	Subtotal	\$48,159
	General Liability Insurance	\$1,900
	Builders Risk Insurance	\$1,900
	Subtotal	\$3,800
	Construction Manager's Fee	\$11,400
	Total Guaranteed Maximum Price	\$190,000

WORK SCOPE	DESCRIPTION	BIDDER	AMOUNT OF PROPOSAL	COMMENTS	ADDENDUM RECEIVED	Amount Utilized in GMP
Bid Package One (1)						
16A	Voice/Data/Fiber Cabling	Jade Communications	\$16,922.00			\$16,922.00
		Gerelcom, Inc.	\$21,750.00			
		Universal Cabling Systems, Inc.	\$17,746.00			
16B	Sound and communications system	NDR	\$45,585.00		N/A	\$45,585.00
					N/A	
16C	Crash telephone and system program	Voiceinterop	\$53,629.00		N/A	\$53,629.00
					Subtotal:	\$116,136.00

Construction Contingency		\$10,505.00
General Conditions		\$1,450.00
Bonds	0.010500	\$0.00
GL Insurance	0.010000	\$1,900.00
Builders Risk	0.010000	\$1,900.00
OCP Insurance (not required)	0.001400	\$0.00
Construction Staff		\$46,709.40
CM Fee	0.060000	\$11,400.00
		<u>\$190,000</u>

PBIA TASK M2 EMERGENCY PHONE SYSTEM
 DEPARTMENT OF AIRPORTS PALM BEACH COUNTY
 THE MORGANTI GROUP INC.
 GENERAL CONDITIONS

13-May-13

ITEM DESCRIPTION	Utin. Rate	QTY.	Unit	Unit Cost	Reimbursable Subtotal	Total Cost
20 YD - Dumpster	1	2	ea	425.00	\$ 850	
Close out and as built	1	4	ea.	600.00	\$ 600	
SUB TOTAL REIMBURSABLE GENERAL CONDITIONS					\$ 1,450	

PBIA TASK M2 EMERGENCY PHONE SYSTEM
DEPARTMENT OF AIRPORTS PALM BEACH COUNTY
THE MORGANTI GROUP INC.
CONSTRUCTION PHASE FEE

13-May-13

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL LABOR	LABOR BURDEN RATE	TOTAL BURDEN	TOTAL RATE
1	Project Manager - Tracy Bruce	0.40	2	\$8,000	\$6,400	0.6219	\$3,980	\$10,380
2	Superintendent # 1 - J. Mayhew/B. McGee	1.00	2	\$8,000	\$16,000	0.6219	\$9,950	\$25,950
3	Administrative Assistant - P. DeMmontmorency	0.40	2	\$4,500	\$3,600	0.5219	\$1,879	\$5,479
4	Preconstruction Fee	1.00	1	2.50%			\$196,000	\$4,900
SUBTOTAL								\$46,709
TOTAL								\$46,709



MORGANTI

Construction Managers and Design Builders

PBIA Task M2 Emergency Phone System

Guaranteed Maximum Price

Clarifications and Assumptions

May 13, 2013

1. The Owner shall perform all removal and abatement of any environmentally hazardous material existing at the site if encountered.
2. 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.
3. The substantial completion date shall be Seventy (70) calendar days from the date all necessary permits and the Notice to Proceed have been issued.
4. As of the date of the GMP, the Owner has not required the Construction Manager to participate in an Owner Provided Insurance Program. Therefore, it is not included.
5. The Construction Manager understands the Federal Aviation Administration (FAA) is not funding any portion of this project, and FAA requirements related to FAA funding are not included as a result.
6. The GMP does not include any costs associated with revisions to the contract documents already made or yet to be made by permitting agencies.
7. Wherever the term "at its expense" appears in the agreement between the Owner and Construction Manager it shall only apply to items specifically included in the GMP.
8. The construction staff shall be paid in equal payments based on the project duration.
9. This GMP does not include performance and payment bonds.
10. This GMP includes costs for Permit and Inspections as requested by Owner.
11. This GMP is based on the following scope of work:
 - a. Complete installation of new PA system for Crash Phone System at the existing (ARFF) on site fire rescue station as per plans dated April, 2013.

The Morganti Group, Inc.

1450 Centrepark Blvd., Suite 260, West Palm Beach, FL 33401 Phone: (561) 689-0200 Fax: (561) 689-4774

www.Morganti.com

Connecticut or Florida or Texas

- b. Complete installation of new Crash Phone System as per plans dated April, 2013.
- c. All conduits, cabling, power, cabinets, panels, equipment and equipment hook, testing permits and inspections up is included in this GMP.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C, No. Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) 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:	National Union Fire Ins Co of Pittsburgh 19445
	INSURER C:	Catlin Specialty Insurance Company 15989
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570050545064** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		GL0386731506	07/01/2013	07/01/2014	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 ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded. \$1,000 <input checked="" type="checkbox"/> Calif Ded. \$1,000		BAP 3867314-06 AOS	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION		8766139	07/01/2013	07/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC386731306	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570050545064

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Terminal Improvements Palm Beach Airport. Project # PB 12-14. 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 and Excess Liability policies with respect to the work performed by The Morganti 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 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Additional Insured – Automatic – Owners, Lessees Or Contractors – Products-Completed Operations Liability Amendment



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO386731505	07-01-13	07-01-14				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, but 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,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - c. Subject to C.1.a. and b. above, as respects "products-completed operations hazard" coverage, unless a claim or "suit" for damages is presented to us no later than the following timeframes:
 - (1) If no time requirement is stipulated in the written contract or written agreement, one year from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; or
 - (2) If a time requirement is stipulated in the written contract or written agreement, the lesser of:
 - i. The stipulated time requirement;
 - ii. The period expiring when any Statute of Repose applicable to the loss has been reached; or
 - iii. 10 years from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:

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

 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
 1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

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 Project(s):

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, 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, Damage To Premises Rented To You 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 Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, 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 Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



May 31st 2013

Mr. Gary Sypek
Director Airport Planning
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

RE: The Morganti Group, Inc.
Contractor Prequalification
Task M-1 Building 3400 Interior Improvements at Palm Beach International
Contract Price \$1,130,000
Task M-2 Emergency Phone System at Palm Beach International
Contract Price \$190,000

Dear Mr. Sypek,

Please allow this letter to confirm The Morganti Group, Inc. has a Blanket Builders Risk insurance policy with the Travelers Property Casualty Company of America which would be endorsed to provide coverage for the above referenced projects for an additional premium.

If you have any questions, please call me at 617-457-7657.

Sincerely,

Helene L. Palmer
Account Specialist



January 14, 2013

Mr. Gary Sypek
Director Airport Planning
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

RE: **The Morganti Group, Inc.**
Contractor Prequalification
Palm Beach International Airport Terminal Improvements
Project No. PB 12-14
Estimated Contract Price: \$8,000,000 +/-

Dear Mr. Sypek:

This letter confirms that The Morganti Group, Inc. is a highly regarded and valued client of Alliant Insurance Services, Inc. and The Insurance Company of the State of Pennsylvania. The Insurance Company of the State of Pennsylvania is licensed to conduct business in the State of Florida and is listed in the US Department of Treasury's listing of Approved Sureties (Department Circular 570) dated July 1, 2012.

With respect to bonding needs with your agency over the next operating cycle, please be advised that The Insurance Company of the State of Pennsylvania is willing to consider providing bonding support for individual projects with contract values approaching \$150,000,000 and corresponding backlogs approaching \$500,000,000.

Naturally, as is customary within the surety industry, the approval of any bid or final bonds is contingent upon a favorable underwriting review to include, but not be limited to, the contract terms, conditions, documents, bond forms and confirmation of complete project financing by both The Morganti Group, Inc. and The Insurance Company of the State of Pennsylvania. Please understand that any arrangement for surety bonds is a matter strictly between The Morganti Group, Inc. and its' surety. We assume no liability to third parties or to you by issuance of this letter.

Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of The Morganti Group, Inc.

Sincerely,
The Insurance Company of the State of Pennsylvania


Sandra C. Lopes, Attorney-in-Fact

13- 0996

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
 BGEX 053113/1643
 BGRV

Fund 4112 Airport Passenger facility Charges Fund

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

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/30/13	REMAINING BALANCE
<u>Expenditures</u>								
820-9000-9223	Transfer to Airport Improvement & Dev Fund	53,453,926	46,172,767	190,000	0	46,362,767	0	46,362,767
121-A900-9909	Reserves Improvement Program	11,223,598	11,039,383	0	190,000	10,849,383	0	10,849,383
Total Appropriations & Expenditures				190,000	190,000	57,212,150		

Signatures

Date

By Board of County Commissioners

OFMB

At Meeting of

INITIATING DEPARTMENT/DIVISION

CM Sumner

6/18/13

July 16, 2013

Administration/Budget Department Approval

N. Davis

6/21/2013

Deputy Clerk to the Board of County Commissioners

OFMB Department - Posted

AM 8/24

Attachment #

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13- 0995

BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
 BGEX 053113/1644
 BGRV 053113/587

Fund 4111 Airport Improvement & Development Fund

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

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/30/13	REMAINING BALANCE
<u>Revenues</u>								
121-A 330 -8224	Transfer from Airport Passenger Fac Fund	0	0	190,000	0	190,000		
	Total Receipts and Balances	<u>183,338,223</u>	<u>184,834,695</u>	<u>190,000</u>	<u>0</u>	<u>185,024,695</u>		
<u>Expenditures</u>								
121-A 330 -6504	IOTB Non Infrastructure			190,000	0	416,308	6,348	219,960
	Total Appropriations & Expenditures	<u>183,338,223</u>	<u>184,834,695</u>	<u>190,000</u>	<u>0</u>	<u>185,024,695</u>		

Attachment #

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	Signatures	Date	By Board of County Commissioners
OFMB			At Meeting of
INITIATING DEPARTMENT/DIVISION	<i>cm Sumin</i>	<i>6/18/13</i>	July 16, 2013
Administration/Budget Department Approval	<i>N Diaz</i>	<i>6/24/2013</i>	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			

AM 6/24



Construction Managers and Design Builders

June 17, 2013

Ms. Cynthia Portnoy
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1491

Re: PBIA Task M2 – Emergency Phone System

The work under this task includes a custom communication system that is tailored to the airports needs for both high risk emergencies and day to day operational issues. The scope includes the design and installation of communications equipment that integrates with the airports public address system, FAA ATCT (old and new), Palm Beach County Fire dispatch and airport communications center. It also includes the fiber optics infrastructure to support these devices. Early in the design and development of the project the Department of Airports IT personnel reached out to other Florida airports for vendors that had installed emergency phone systems similar in complexity and in accordance with Federal Aviation Administration AC 150/5210-7D *Aircraft Rescue and Fire Fighting Communications*. Due to the specialized scope only the fiber optic transmission portion of the work (NAICS 237310) will be able to be used to meet the DBE goal and meet the impending deadline to have the system operational for the FAA move to the new tower in mid-September.

MGI individually contacted all 26 firms certified in the appropriate category by the State of Florida's Unified Certification Program to perform the required work. Three firms responded to our bid request. Two of the firms (Road Runner Highways Signs and RG Underground Engineering, Inc.) were unable to perform the required work and one firm declined to bid (Canyon Construction Inc) due to the time constraints related to the completion of this project.

In view of the above, MGI reached out to Palm Beach County certified SBE contractors as well and will be awarding the fiber optics transmission scope to Jade Communications for a total SBE participation of 8.9%.

At this time Morganti has two projects pending under this new Contract that will meet or exceed the 13% DBE goal.

1. PBIA 3400 Building renovation will have a 13% participation goal
2. PBIA Interior Signage Package will have a 60% participation goal

The Morganti Group, Inc. has all intentions of meeting or exceeding the 13% DBE goal on all future projects for the duration of this contract.

Sincerely,

The Morganti Group, Inc.

Tracy Bruce
Project Manager
Cc: File

The Morganti Group, Inc.
1450 Centrepark Blvd., Suite 260, West Palm Beach, FL 33401 Phone: (561) 689-0200 Fax: (561) 689-4774
www.Morganti.com
Connecticut or Florida or Texas

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