



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$ 440,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$440,000</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No **X**  
 Budget Account No: Fund 4111 Department 121 Unit A267 Object 6504

Reporting Category \_\_\_\_\_

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

Approval of this item provides budget for the Morganti contract of \$400,000 and an additional 10% for permit fees, environmental mitigation and unforeseen conditions. This includes a transfer from Reserves of \$440,000.

C. Departmental Fiscal Review: *CM Sumner*

**III. REVIEW COMMENTS**

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

<p><u><i>Susan Newmy</i></u> 10/30/13                  AM 10/30 OFMB <i>KU</i>                  12/29</p>	<p><u><i>Dr. J. Jacobson</i></u> 11/5/13                  Contract Dev. and Control                  11-5-13 <i>BWhalen</i></p>
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**B. Legal Sufficiency:**

*James C. King* 11/6/13  
 Assistant County Attorney

**C. Other Department Review:**

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

**AMENDMENT NO. 4 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.4 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 into 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 (R2013-0829) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on July 16, 2013, the County entered into Amendment #2 (R2013-0866) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on September 10, 2013, the County entered into Amendment #3 (R2013-1150) 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, Electrical, 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 considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

(1) GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and CONSTRUCTION MANAGER, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$400,000.00** for the construction costs of **Task M-6: Airport Parking Lot 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 **Task M-6** within **75** 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) Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

(4) ATTACHMENTS: Exhibit A - GMP Proposal dated October 14, 2013

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

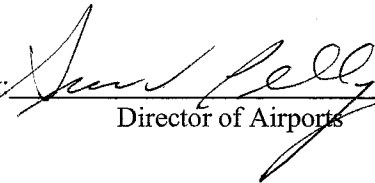
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

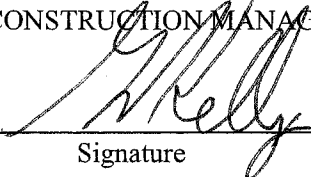
By: \_\_\_\_\_  
County Attorney

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

WITNESS:  
(FOR CONSTRUCTION MANAGER)

CONSTRUCTION MANAGER:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

STEPHEN SINZ  
\_\_\_\_\_  
Name (type or print)

GERRY KELLY  
\_\_\_\_\_  
Name (type or print)

SR. VICE PRESIDENT  
\_\_\_\_\_  
Title

(Corporate Seal)

**PBIA - Airport Belvedere Road Parking Lot**

**Palm Beach County Department of Airports**

Date: **October 14, 2013**  
 Owner: **Palm Beach County Department of Airports**  
 CM: **The Morganti Group, Inc.**  
 Architect: **CH2M Hill, Inc.**

**GMP Summary - PBIA Airport Belvedere Road Parking Lot**

<b>Section</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Guaranteed Max Price</b>
<b>02000</b>	<b>Site Improvements</b>	1	ls	\$231,483
<b>16000</b>	<b>Electrical Systems</b>	1	ls	\$68,070
<b>17000</b>	<b>Construction Contingency</b>	1	ls	\$7,148
	<b>Subtotal - Division 2 - 16</b>		s	<b>\$306,701</b>
	<b>Reimbursable General Conditions</b>	1	ls	\$12,750
	<b>Subtotal</b>			<b>\$319,451</b>
	<b>General Liability Insurance</b>	1	ls	\$4,000
	<b>OCP Insurance (Not Required)</b>	1	ls	\$0
	<b>Builder's Risk (Not Required)</b>	1	ls	\$0
	<b>Performance and Payment Bonds</b>	1	ls	\$4,200
	<b>Florida Hurricane Fund Assesment</b>	1	ls	\$168
	<b>Construction Staffing</b>	1	ls	\$52,180
	<b>Subtotal</b>			<b>\$380,000</b>
	<b>FEE</b>	1	ls	\$20,000
	<b>Guaranteed Maximum Price</b>			<b>\$400,000</b>

WORK SCOPE	DESCRIPTION	BIDDER	DBE	AMOUNT OF PROPOSAL	COMMENTS	ADDENDUM RECEIVED	Amount Utilized in GMP
<b>Bid Package One (1)</b>							
		Division 2					
<b>2A</b>	Site Improvement Package						<b>\$211,023.00</b>
		CDL Earthmoving	Partial	\$211,023.00		1	
		Hardrives, Inc.	Partial	\$248,787.00		1	
		Rio-Bak Corporation	Partial	\$250,628.00		1	
		Sunshine Land Design	Partial	\$334,095.00		1	
		Tan Construction	Yes	\$322,281.00		1	
<b>2B</b>	Landscaping & Irrigation						<b>\$20,460.00</b>
		Hardrives, Inc.	Partial	\$36,662.00		1	
		Landscape Service Pro's	Yes	\$32,735.00		1	
		Royal Landscaping		\$20,460.00		1	
		Sunshine Land Design		\$75,000.00			
		Division 16					
<b>16A</b>	Electrical Package						<b>\$68,070.00</b>
		Belcher Enterprises	Partial	\$76,585.00		1	
		Current Connections	Partial	\$78,485.00		1	
		Fastrac		\$85,900.00		1	
		Hardrives, Inc.	Partial	\$83,104.00		1	
		Sportslighter Electric	Partial	\$84,965.00		1	
		Stryker	Partial	\$68,070.00		1	
						<b>Subtotal:</b>	<b>\$299,553.00</b>

Construction Contingency		\$7,148
General Conditions		\$12,750
Bonds	0.010500	\$4,200.39
GL Insurance	0.010000	\$4,000
Builders Risk (Not Required)	0.006200	\$0
OCP Insurance (Not Required)		\$0
FL Hurricane Fund	0.020500	\$168
Construction Staff		\$52,180
CM Fee	0.050000	\$20,000
<b>Guaranteed Maximum Price</b>		<b>\$400,000</b>

PBIA - Airport Belvedere Road Parking Lot  
 PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
 THE MORGANTI GROUP INC.  
 GENERAL CONDITIONS - CD PHASE ESTIMATE

10/14/2013

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Subtotal	Total Cost
Chemical Toilets - Contractor	2	2	mo	75.00	\$ 300	
30 YD - Dumpster	1	8	ea.	400.00	\$ 3,200	
Reproduction Expenses	1	10	ea.	50.00	\$ 500	
Reimbursable Petty Cash / Small Tools	1	2	mo.	250.00	\$ 500	
Temporary Lighting & Fuel	2	1	mo.	2000.00	\$ 4,000	
Temporary Fencing	1	1	ls.	4250.00	\$ 4,250	
<b>SUB TOTAL GENERAL CONDITIONS</b>						<b>\$ 12,750</b>





**MORGANTI**

**Construction Managers and Design Builders**

**PBIA – Airport Belvedere Road Parking Lot**

**Guaranteed Maximum Price**

**Clarifications and Assumptions**

**October 14, 2013**

1. The Construction Staff Fee shall be paid by the Owner in three (3) equal payments.
2. The Guaranteed Maximum Price is based on Drawings and Specifications by CH2M Hill, Inc. dated September 6, 2013.
3. The Owner shall provide and pay for the following separate from the Guaranteed Maximum Price (GMP):
  - a. Permit fees
  - b. Meter fees
  - c. Material testingThe Construction Manager will coordinate the Owner furnished items with the appropriate agencies.
4. The GMP does not include any costs associated with revisions to the contract documents already made or yet to be made by permitting agencies.
5. Existing 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.
6. 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.
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 project duration from the receipt of the Notice to Proceed & Permit to Substantial Completion shall be seventy five (75) calendar days.
9. The GMP is based upon the use of square tapered concrete light poles as approved by the Engineer of Record on October 3, 2013 in lieu of spun concrete poles. The use

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

Connecticut v Florida v Texas

of square tapered concrete poles presents a time and cost savings of approximately three (3) weeks lead time and ten thousand dollars (\$10,000.00).

10. The project is anticipated to reach substantial completion prior to the concrete light poles and led fixtures arriving onsite due to material lead time. The GMP includes a budget to provide temporary lighting at the parking lot for one (1) month.
11. The GMP subcontractor pricing is based upon the lowest, most responsive, and complete bidders with respect to the DBE requirement. This GMP shows a good faith effort was made to include DBE subcontractors as evidenced by the DBE participation. In accordance with the Palm Beach County Department of Airports DBE participation guidelines, variance in pricing of more than 10% between DBE contractors and low bidders is not considered economically feasible, and therefore has resulted in the selection of non-DBE subcontractors for certain work scopes.
12. The GMP includes wage rates required by the Davis-Bacon Act. The wage rate utilized in this GMP is for Building Construction performed in Palm Beach County, Florida utilizing the FL32 wage decision.

**SCHEDULE 1  
LIST OF PROPOSED DBE FIRMS  
(Attachment \_\_\_\_\_ to Bid Form)**

Project/Bid Name: Task M6 - PBI - Airport Belvedere Road Parking Lot Project/BidNo: \_\_\_\_\_  
 Name of Prime Bidder: The Morganti Group, Inc. Change Order/Task/Amendment No. (if applicable): I-13-PBI-C-017  
 Contact Person: Scott Taylor Bid Opening Date: N/A  
 Address: 1450 Centrepark Blvd. Suite 260 - West Palm Beach, FL 33401 Department: \_\_\_\_\_  
 Phone No.: 561-689-0200 Fax No: 561-689-4774 E-mail Address: STaylor@Morganti.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Pathway Enterprises, Inc 7256 Westport Place Suite B - West Palm Beach, FL 33413P. 561-478-4822	Concrete Placement	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$15,819.95	\$
Robert's Traffic Marking Corp. 2210 Hayes St. Hollywood, FL 33020 P. 954-929-2922	Pavement Markings	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$4,390.00	\$
TI Electric USA, Inc. 2724 Shawnee Ave. West Palm Beach, FL 33409 P. 561-686-3928	Electrical Supply	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$13,992.00	\$	\$

**Total Base Bid Price: \$ 400,000.00** **Total Value of DBE Participation: \$ 34,201.95**  
 (Insert: Base Bid/Bid + Alternate, etc.)

**Notes:**

- The amounts listed on this form for each DBE Firm must be supported by the price included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program.
- If materials or supplies are proposed to be purchased from a DBE regular dealer, sixty percent (60%) of the proposed expenditure is counted toward attainment of the DBE goal. Reduce dollar amount to 60% of supplier's quote for purposes of determining value of DBE participation. Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Prime Bidder is committing to utilize the above referenced DBE Firms on the Project and that the Prime Bidder will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms.

By: Scott C. Taylor Signature Scott C. Taylor / Project Manger Print Name/Title of Person Executing on Behalf of the Prime

Date: 10/14/13

**SCHEDULE 2**  
(Attachment \_\_\_ to the Bid Form)

**LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE**

Project/Bid No.: Task M6 Project/Bid Name: PBIA Airport Belvedere Road Parking Lot  
 Change Order/Task/Amendment No. (if applicable): 1-13-PBI-C-017  
 Name of Prime Bidder: The Morganti Group, Inc  
 Name of DBE Firm: Pathway Enterprises, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- Black       Hispanic       Women       Other (Please Specify) \_\_\_\_\_  
 Prime Contractor    Subcontractor    Manufacturer    Supplier

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

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
2A	Concrete Placement		\$	\$15,819.95
			\$	\$
			\$	\$

at the following price<sup>1</sup>: \$ Fifteen Thousand Eight Hundred Nineteen Dollars and 95/100  
(Subcontractor/Supplier's Quote)

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

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

<u>SIA</u>	\$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____	\$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Pathway Enterprises, Inc.  
Printed Name of DBE Subcontractor  
 By: [Signature]  
Signature  
 Date: 10-8-13

<sup>1</sup> Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 2" on Schedule 1.

**SCHEDULE 2**  
(Attachment \_\_\_ to the Bid Form)

**LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE**

Project/Bid No.: Task M6 Project/Bid Name: PBIA Airport Gelyedere Road Parking Lot

Change Order/Task/Amendment No. (if applicable): 1-13-PBI-C-017

Name of Prime Bidder: The Morganti Group, Inc

Name of DBE Firm: Robert's Traffic Marking Corp.

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- Black
- Hispanic
- Women
- Other (Please Specify) \_\_\_\_\_
- Prime Contractor
- Subcontractor
- Manufacturer
- Supplier

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

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
2A	Pavement Markings		\$	\$4,390.00
			\$	\$
			\$	\$
			\$	\$

at the following price<sup>1</sup>: \$ Four Thousand Three Hundred Ninety Dollars and 00/100  
(Subcontractor/Supplier's Quote)

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

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

\_\_\_\_\_  
(Name of Subcontractor)                      \$ \_\_\_\_\_ (Amount of Subcontract)

\_\_\_\_\_  
(Name of Subcontractor)                      \$ \_\_\_\_\_ (Amount of Subcontract)

- DBE Certified
- Non-DBE
- DBE Certified
- Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Diane J. Salafia, VP  
Printed Name of DBE Subcontractor

By: [Signature], VP  
Signature

Date: \_\_\_\_\_

<sup>1</sup> Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1.

**SCHEDULE 2**  
(Attachment    to the Bid Form)

**LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE**

Project/Bid No.: Task M6 Project/Bid Name: PBIA Airport Belvedere Road Parking Lot  
 Change Order/Task/Amendment No. (if applicable): 1-13-PBI-C-017  
 Name of Prime Bidder: The Morganti Group, Inc  
 Name of DBE Firm: T.I. Electric USA, INC

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- Black       Hispanic       Women       Other (Please Specify) \_\_\_\_\_  
 Prime Contractor    Subcontractor    Manufacturer    Supplier

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

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
16A	Electrical Supply		\$	\$23,320.00
			\$	\$
			\$	\$

at the following price<sup>1</sup>: \$Twenty-Three Thousand Three Hundred and Twenty Dollars/100 Including Tax  
 (Subcontractor/Supplier's Quote)

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

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

LOMUCH MAHABIR  
 Printed Name of DBE Subcontractor

By: [Signature]  
 Signature  
 Date: 09-21-13

<sup>1</sup> Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1.

**SCHEDULE 3**  
**(Attachment No. \_\_\_\_\_ to Bid Form)**

**DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE DBE GOAL**

Project/Bid No.: Task M6 Date: 10/14/13

Project Name: PBIA – Airport Belvedere Road Parking Lot

Bidder Name: The Morganti Group, Inc.

The undersigned Bidder intends to satisfy the requirements of the Bid related to Disadvantaged Business Enterprise (DBE) utilization in the following manner:

\_\_\_\_\_ The Bidder has committed to a minimum of \_\_\_\_\_ %<sup>1</sup> DBE utilization on this Project.

\_\_\_\_\_ If unable to meet the DBE goal of 13 %, the Bidder has committed to a minimum of 5 %<sup>1</sup> DBE utilization on this Project and will demonstrate its good faith efforts to achieve the DBE goal. *(Complete blank – if percentage is less than the DBE goal.)*

By:   
Signature  
Print Name/Title: Scott Taylor – Project Manager

<sup>1</sup> The percentages committed to on this form must be supported by the percentages listed on Schedules 1 and 2.

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**THE REMAINDER OF THIS FORM MUST BE COMPLETED IF THE BIDDER HAS BEEN UNABLE TO ACHIEVE THE DBE GOAL.**

The Bidder must demonstrate that it has made good faith efforts to achieve participation with DBE firms. This requires that the Bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort. In addition, the ability or desire of the Bidder to perform the work with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26. Such actions may include, but are not limited to, the actions identified in this form. The following list is not intended to be exclusive or exhaustive; however, failure to provide the requested information, at a minimum, shall result in the Bid being determined nonresponsive to the DBE requirements.

1. **Attendance at Pre-Bid Conference, if held:**  
 Yes     No
  
2. **Indicate Methods Utilized to Solicit DBE Firms (Check where applicable):**  
 Advertising\*

Name of Publication	Publication Date(s)
E-mails and faxes send to qualified bidders and DBE Firms	September 16, 2013
Palm Beach Post	September 15 & 22, 2013

\*Attach copies of all advertisements.

Contacting known DBE firms

List names of all DBE Firms contacted	Telephone No. of DBE Firm	Date Contacted	Indicate how the DBE firm was solicited (i.e. via correspondence, fax, e-mail, telephone, etc...)
Tan Construction	305-372-8859	9/16/13	Invited to bid via Email
Charles D. Belcher Electrical Services	561-963-7773	9/16/13	Invited to bid via Email
Landscape Service Professionals Inc.	954-721-6920	9/16/13	Invited to bid via Email
Natures Keepers Inc.	772-467-1230	9/16/13	Invited to bid via Email

\*Include copies of solicitation letter(s). DBE firms should be provided a sufficient period of time to allow them to respond to the solicitation.

Information that may be included in solicitation letters, includes, but is not limited to:

- Project specific information
- Your willingness to assist with supply purchases
- Bonding requirements of your company
- Any assistance your company provides to satisfy bonding requirements, lines of credit and insurance
- Availability of specifications and plans through your office
- The best time to reach you by telephone
- Bid opening date and addendum information
- Your requirements, time frames, and payment schedules
- Identification of specific subcontracting opportunities



Utilizing services of available minority/women community organizations; minority/women contractor's groups; local, state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of minority/women business enterprises.

Organizations Contacted	Name of Person Contacted	Date Contacted	Phone Number of Person Contacted
None			

3. Selecting portions of the work to be performed by DBE firms can increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking portions of the work into economically feasible units to facilitate DBE participation. Detail specific subcontracting categories made available to DBE firms for this Project and a list of the DBE firms made aware of the opportunities.

Subcontracting Category	Name of DBE Firm
Landscaping	Landscape Service Professionals, Natures Keepers
Electrical	Charles D. Belcher

4. List all DBE firms who provided a quote for this Project and the amount quoted. Identify the successful subcontractor (if not the DBE firm providing the quote) and the successful subcontractor's quote.

Name of DBE Firm	DBE Firm's Quote	Name of non-DBE Subcontractor Selected	Non-DBE Subcontractor's Quote
Tan Construction	\$322,281.00	CDL Earthmoving	\$211,023.00
Landscape Service Prof.	\$32,735.00	Royal Landscaping	\$20,460.00
Charles D. Belcher	\$76,585.00	Stryker Electric	\$68,070.00
	\$		\$

Provide a detailed statement why the DBE firm's quote was not accepted. It should be noted that the fact that there may be additional costs involved in finding and using DBE firms is not in itself a sufficient reason for the Bidder's failure to meet the DBE goal, as long as the costs are reasonable.

Numerous bids from DBE firms were received for the project. However, the bid costs were not reasonable; beyond a 10% spread between DBE firms and non-DBE firms. Therefore, non-DBE firm were utilized for certain work scopes.

5. List all DBE firms that the Bidder provided assistance to in reviewing contract plans and specifications.

Name of DBE Firm	Nature of Assistance
None	

6. List all interested DBE firms that the Bidder offered to assist in obtaining required bonds, lines of credit or insurance, if such assistance was necessary.

Name of DBE Firm	Nature of Assistance
None	

7. Detail the efforts the Bidder took to follow up with DBE firms following initial solicitation.

Name of DBE Firm	Description of Efforts
Tan Construction	Solicited for bid on telephone. Provided with a copy of project documents.
Landscape Service Prof.	Solicited for bid on telephone. Provided with a copy of project documents.
Charles D. Belcher	Solicited for bid on telephone and attended pre-bid conference. Provided with a copy of project documents.

8. Provide a list of DBE subcontractors that the Bidder deemed unqualified and an explanation for the conclusion reached.

Name of DBE Firm	Explanation
None	

9. For those DBE subcontractors contacted but determined to be unavailable, provide either:

a) A signed letter from the DBE firm stating that they are unavailable;

or

b) A statement from the Bidder that the DBE firm refused to submit a letter after reasonable requests.

10. List any Palm Beach County projects the Bidder has performed within the last six (6) months, the DBE subcontractors utilized and the dollar value of the DBE firm's subcontract.

List of Projects	DBE Firms Utilized	Dollar Value
None to Date		

11. Provide a detailed statement of why the DBE goal could not be achieved.

Numerous bids from DBE firms were received for the project. However, the bid costs were not reasonable; beyond a 10% spread between DBE firms and non-DBE firms. Therefore, non-DBE firm were utilized for certain work scopes.

12. Describe in detail any additional efforts or circumstances that may assist the County in determining good faith efforts.

DBE firms were contacted to participate in the project bid including sub-subcontractors, suppliers, and vendors. Morganti included in the Request for Proposals a desire for each firm, if not a DBE, to provide twenty percent (20%) DBE participation on the project

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: SUR7401772

BOND AMOUNT: Four Hundred Thousand and 00/100 Dollars (\$400,000)

CONTRACT AMOUNT: Four Hundred Thousand and 00/100 Dollars (\$400,000)

CONTRACTOR'S NAME: The Morganti Group, Inc.

CONTRACTOR'S ADDRESS: 1450 Centrepark Boulevard, Suite 260  
West Palm Beach, FL 33401

CONTRACTOR'S PHONE: 561-689-0200

SURETY COMPANY: XL Specialty Insurance Company

SURETY'S ADDRESS: Seaview House, 70 Seaview Avenue  
Stamford, CT 06902

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 301 N. Olive Avenue  
West Palm Beach, FL 33401

OWNER'S PHONE: 561-355-2001

DESCRIPTION OF WORK: Task M6 - Airport Belvedere Road Parking Lot

PROJECT LOCATION: **Palm Beach International Airport, Palm Beach County, Florida**

LEGAL DESCRIPTION: 3616 Belvedere Road, West Palm Beach, FL 33409

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

Project Name: **Terminal Improvements at PBI – Airport Belvedere Road Parking Lot**

Project No.: **PB12-14 Task M6**

Project Description: **Provide Construction Management at Risk for Construction of Airport Parking Lot on Belvedere Road**

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

**CH2MHILL  
3001 PGA Blvd, Suite 300  
Palm Beach Gardens, Florida 33410  
561-904-7400, Fax 561-904-7401**

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_ between Principal and County for the construction of Task M6 Airport Belvedere Road Parking Lot, 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.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Betty L. Bright  
Witness

Terri Casper  
Witness

The Morganti Group, Inc.  
Principal (Seal)

[Signature]  
Title

XL Specialty Insurance Company  
Surety (Seal)

[Signature]  
Title Sandra C. Lopes, Attorney-in-Fact  
FL Non-Resident License No. W051270



VOID VOID VOID

Power of Attorney  
XL Specialty Insurance Company  
Greenwich Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
UNLIMITED POWER OF ATTORNEY  
XL1504515

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Michael J. Cusack, John J. Gambino, Richard A. Leveroni, Donald H. McCarter, Nicole Roy, Kathleen M. Flanagan, Sandra C. Lopes, Jean M. Feeney

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

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

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of September, 2012:

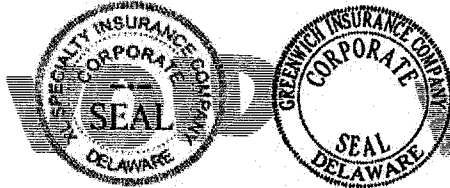
RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

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

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 26th, 2012.

XL SPECIALTY INSURANCE COMPANY  
GREENWICH INSURANCE COMPANY

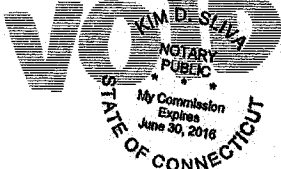


By: *David S. Hewett*  
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*  
SECRETARY

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 26th day of September, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



*Kim D. Sliva*  
NOTARY PUBLIC

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this \_\_\_ day of \_\_\_



*Toni Ann Perkins*

SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 26th day of September, 2012.



XL REINSURANCE AMERICA INC.

by:

*John Welch*  
SENIOR VICE PRESIDENT

Attest:

*Toni Ann Perkins*

SECRETARY

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 26th day of September, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*Kim D. Sliva*

NOTARY PUBLIC

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this \_\_\_ day of \_\_\_



*Toni Ann Perkins*

SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after September 26, 2017  
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 - 3/11





October 23, 2013

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

Re:      Type of Bond:      Performance and Payment  
          Bond Number:     SUR7401772  
          Obligee:         Palm Beach County  
          Description:     Task M6 Airport Belvedere Road Parking Lot  
          Bond Amount:    \$400,000

Dear Toni:

In accordance with your request, enclosed please find three (3) originals of the above referenced Performance and Payment Bond.

An authorized individual of Morganti should sign and seal the bonds before filing them with the obligee.

Also, please insert/type the applicable date:

- Twice on page 2 of the bond
- Once on page 3 of the bond
- Once on the Power of Attorney

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate names(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention, in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

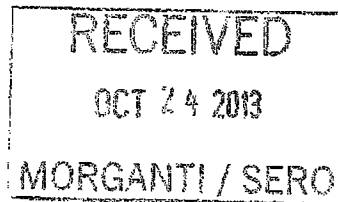
By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Please do not hesitate to contact us should you have any questions.

Sincerely,

Sandra C. Lopes  
Surety Account Manager  
Construction Services Group

Enclosures



Alliant Insurance Services, Inc. • 131 Oliver Street • 4<sup>th</sup> floor • Boston, MA 02110  
Phone (617) 535-7200 • [www.alliantinsurance.com](http://www.alliantinsurance.com)



# 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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> The Morganti Group, Inc. 1450 Centrepark Boulevard Suite 260 West Palm Beach FL 33401 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	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:	


**COVERAGES**      **CERTIFICATE NUMBER: 570050518433**      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO386731506	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	<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. \$1,000 <input checked="" type="checkbox"/> Coll 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	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			8766139	07/01/2013	07/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 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

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****CANCELLATION**

Palm Beach County c/o Department of Airports 846 P.B.I.A. West Palm Beach FL 33406 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

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



**ZURICH**

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.

PALM BEACH COUNTY INTERNATIONAL AIRPORT  
PBI Terminal Improvements - CMR

The Morganti Group  
PB NO: PB 12-14  
CONTRACT HISTORY

REF DOC	DESCRIPTION	TIME(Cal Days)	DBE Participation	AMOUNT	CHANGE ORDER OR ADJUSTMENT	FINAL AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TASK CLOSED
CONTRACT APPROVED ON: 6/4/2013 RESOLUTION NO R-2013-0663 CONTRACT TIME 2 Yrs with an option of 3 - 1yr renewals		Expiration 6/4/2015									
Amendment 1	Task M1 Building 3400 Interior Improvements-GMP	180	13.08%	\$1,130,000.00					\$1,130,000.00	July 2 2013 Board Meeting (R2013-0829)	
	CO No 1 Tenant Improvements to Server Room	0			\$33,290.00	\$1,163,290.00			\$33,290.00	Nov 19 Board Meeting due to Budget Transfer	
	GMP Adjustment	0									
Amendment 2	Task M2 Emergency Phone System - GMP	70	0.00%	\$190,000.00					\$190,000.00	July 16, 2013 Board Meeting (R2013-0866)	
Task M3	PBI Interior Signage	90	60.50%	\$97,240.00			\$97,240.00			Approved on 6/24/13	
Amendment 3	Task M4 Traffic Deck Coating	180	68.92%	\$519,242.00					\$519,242.00	Approved on 9/10/13 (R-2013-1150)	
	Task M5 Security Improvements									Pending - Value Engineering in progress	
Amendment 4	Task M6 Airport Overflow Lot	75	5.00%	\$400,000.00						Pending 11/19 Board Meeting	
	Task M7 Building 2400 (Old Dollar site)										
Total			25.02%	\$2,336,482.00			\$97,240.00	\$0.00	\$1,872,532.00		

**Notes:**

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

Authority  
Lead Dept  
CRC  
BCC

Approval Authority  
\*Time

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

Authority  
Lead Dept  
CRC  
BCC

Cumulative Days  
0-30 days  
31-90  
120

Authority  
Lead Dept  
CRC  
BCC

**Time Extensions in excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit**  
**Cumulative Value - Revised as of 6/24/09**

\$1.00 When the cumulative value of changes or additional work exceeds the greater of \$250,000 or 5% of the original contract then it must be brought to the board. The cumulative value is then reset to 0

14- 0128

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

Advantage Document Numbers:  
 BGEX 102113/156

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 10/21/13	REMAINING BALANCE
<b>Expenditures</b>								
121-A267-6504	lotb Non Infrastructure	124,523	0	440,000	0	440,000	0	0
121-A900-9909	Reserves-Improvement Program	24,263,243	24,078,329		440,000	23,638,329		
	<b>Total Appropriations &amp; Expenditures</b>	<u>183,290,630</u>	<u>182,119,888</u>	<u>440,000</u>	<u>440,000</u>	<u>182,119,888</u>		

	Signatures	Date	By Board of County Commissioners
OFMB			At Meeting of
INITIATING DEPARTMENT/DIVISION	<u><i>CM Semin</i></u>	<u>10/23/13</u>	<u>November 19, 2013</u>
Administration/Budget Department Approval	<u><i>Susan Neary</i></u>	<u>10/30/13</u>	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			

*AM*  
*10/30/13*

Attachment # 2