

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 9, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 6 to the Construction Manager (CM) at Risk Contract with The Morganti Group, Inc. for CM at Risk Services for Terminal Improvements at Palm Beach International Airport (PBIA) in the amount of \$237,000 and 90 Calendar Days for Task M-8: Friction Surface Course at PBIA.

Summary: The CM at Risk Contract with The Morganti Group, Inc. for CM at Risk Services for Terminal Improvements at PBIA was approved by the Board on June 4, 2013 (R-2013-0663). The Contract is for 2 years with 3 one (1) year renewal options and is a task order based contract for CM at Risk Services at PBIA. The Morganti Group, Inc. is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. Approval of Amendment No. 6 in the amount of \$237,000 and 90 Calendar Days is for Task M-8: Friction Surface Coating at PBIA. The Disadvantaged Business Enterprise (DBE) goal for this contract is 13%. The anticipated DBE participation for this amendment is 13%. Countywide (JCM)

Background and Justification: The surface texture on the third level ramp to the terminal at Palm Beach International Airport is not providing the desired friction to support the commercial vehicle traffic during inclement weather. This task will include the application of an aggregate filled top coat to increase the surface friction.

- Attachments:**
- 1. Amendment No. 6 for Task M-8 to the Contract with The Morganti Group, Inc. (3 originals)

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Recommended By: 	
Department Director	Date
Approved By: 	
County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>\$237,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
External Revenues (Grants)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$237,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
Budget Account No: Fund 4111 Department 121 Unit A274 Object 6211
Reporting Category

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

Approval of this item provides budget for Amendment No. 6 with The Morganti Group, Inc.
In the amount of \$ 237,000. Budget is available in the above referenced account.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

Susan Neary 8/13/14
OFMB AM
8/13

Dr. J. Jacobson 8/20/14
Contract Dev. and Control
8-18-14 B. Jacobson

B. Legal Sufficiency:

James C. Mayo 8/26/14
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT NO. 6 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. 6 to the Contract is made as of the _____ day of _____, 2014, 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 (R-2013-0829) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

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

WHEREAS, on September 10, 2013, the County entered into Amendment #3 (R-2013-1150) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on November 19, 2013, the County entered into Amendment #4 (R-2013-1630) with the CONSTRUCTION MANAGER and that this merely supplements said Contract; and

WHEREAS, on June 3, 2014, the County entered into Amendment #5 (R-2014-0768) 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 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:

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 \$237,000.00 for the construction costs of **Task M-8: Friction Surface Coating at Palm Beach International Airport**. Refer to Exhibit A.

(1) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, CONSTRUCTION MANAGER shall substantially complete the **Task M-8** within 90 Calendar Days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$ 1,200.00/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.

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

(3) ATTACHMENTS: Exhibit A - GMP Proposal dated July 28, 2014

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

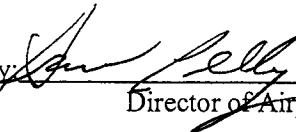
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


By: _____
County Attorney

By:  _____
Director of Airports

WITNESS:
(FOR CONSTRUCTION MANAGER)



Signature
STEPHEN SINES
Name (type or print)

CONSTRUCTION MANAGER:


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

(Corporate Seal)

PBIA Task M8 - Friction Surface Coating**Palm Beach County Department of Airports**

Date: July 28, 2014
Owner: Palm Beach County Department of Airports
CM: The Morganti Group, Inc.
Architect: AECOM

GMP Summary

Section	Description	Estimated Quantity	Unit	Guaranteed Max Price
7A	Friction Surface Course	1	ls	\$204,399
	Construction Contingency	1	ls	\$2,121
	Subtotal - Division 2 - 16		s	\$206,520
	Reimbursable General Conditions	1	ls	\$900
	Subtotal			\$207,420
	General Liability Insurance	1	ls	\$2,370
	OCP Insurance (Not Required)	1	ls	\$0
	Builder's Risk (Not Required)	1	ls	\$0
	Performance and Payment Bonds	1	ls	\$2,489
	Florida Hurricane Fund Assesment	1	ls	\$100
	Construction Staffing	1	ls	\$12,772
	Subtotal			\$225,150
	FEE	1	ls	\$11,850
	Guaranteed Maximum Price			\$237,000

WORK SCOPE	DESCRIPTION	BIDDER	DBE	AMOUNT OF PROPOSAL	COMMENTS	ADDENDUM RECEIVED	AMOUNT UTILIZED IN GMP
Bid Package One (1)							
		Division 2					
7A	Friction Surface Coating						\$233,580
		Alen Construction Group, Inc.	\$391,000.00	\$391,000		One	
		Restocon Corporation	\$30,850	\$233,580		One	
		Talbot Painting, Inc.	\$0.00	\$337,375		One	
	Increase Top Coat to 60 SF Per Gallon	Budget	\$57,600.00				\$57,600
	Value Engineering to Reduce Scope to the Norhtern Most 4 Lanes						-\$86,781
Subtotal:							\$204,399

Construction Contingency		\$2,121
General Conditions		\$900
Bonds	0.010500	\$2,488.50
GL Insurance	0.010000	\$2,370
Builders Risk (Not Required)	0.006200	\$0
OCP Insurance (Not Required)		\$0
FL Hurricane Fund	0.020500	\$100
Construction Staff		\$12,772
CM Fee	0.050000	\$11,850
Guaranteed Maximum Price		\$237,000

PBIA TASK M8 - FRICTION SURFACE COATING
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
THE MORGANTI GROUP INC.
GENERAL CONDITIONS - CD PHASE ESTIMATE

7/28/2014

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Subtotal	Total Cost
Chemical Toilets - Contractor			mo	75.00	\$ -	
30 YD - Dumpster	1	1	ea.	400.00	\$ 400	
Reproduction Expenses			ea.	50.00	\$ -	
Small Tools			mo.	250.00	\$ -	
Safetey Supplies			mo.	100.00	\$ -	
Temporary Signage	1	1	ls.	500.00	\$ 500	
SUB TOTAL GENERAL CONDITIONS						\$ 900

TASK M8 - FRICTION SURFACE COATING
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
THE MORGANTI GROUP INC.
STAFF - CD PHASE ESTIMATE

7/28/2014

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL LABOR	LABOR BURDEN RATE	TOTAL BURDEN	TOTAL RATE
	Construction Staff							
1	Superintendent #1 - Barry McGee	0.75	1.5	\$7,000	\$7,875	0.6218	\$4,897	\$12,772
	SUBTOTAL				\$7,875		\$4,897	\$12,772
					TOTAL STAFF COSTS			\$12,772

PBIA Task M8 – Friction Surface Coating

Guaranteed Maximum Price

Assumptions and Clarifications

July 28, 2014

1. Substantial Completion is to be achieved within 85 calendar days from the date all permits are received and the Notice to Proceed has been issued.
2. The work is to be performed during the hours 6:00 p.m. to 4:00 a.m. Sunday night to Friday Mornings.
3. The Owner shall provide and pay for the following separate from the Guaranteed Maximum Price (GMP):
 - a. Permit fees
4. 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 directly by the Owner. The Construction Manager shall use existing services already on site.
5. 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.
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 Special Warranty indicated in Section WP102, 1.06 is not included as the specified system has been developed by the Design Team based on friction test results of recently installed mock-ups, and the long term performance of the specified system is unknown. Any standard manufacturer's warranties will be forwarded to the Owner accordingly.
9. The GMP is based on the reduce scope of work to include friction surface coating for the 4 northern most lanes (bus and commercial lanes), and striping for all lanes.
10. If directed by the Owner, Mulgrain 60, 16x30, aggregate at a spread rate of 15lbs/100 sq ft can be provided in lieu of the base bid aggregate at no change in cost.

THE MORGANTI GROUP, INC.

1450 Centrepark Blvd., Suite 260, West Palm Beach, FL 33401 P: (561) 689-0200 F: (561) 689-4774
www.morganti.com

Connecticut • New York • Florida • Texas

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

Project/Bid Name: PBIA Friction Surface Coating Project/Bid No: Task M8
 Name of Prime Bidder: The Morganti Group, Inc. Change Order/Task/Amendment No. (if applicable): Task M8
 Contact Person: Stephen Sines Bid Opening Date: June 26, 2014
 Address: 1450 Centrepark Boulevard, Suite 260, WPB, FL 33401 Department: _____
 Phone No.: (561) 689-0200 Fax No: (561) 689-4774 E-mail Address: ssines@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)
Florida Developers, Inc. of Tallahassee	Concrete Prep Subcontractor	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$19,350	\$	\$	\$
MOTPLANS.COM	MOT Subcontractor	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$11,500
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$


Total _____ Price: \$ 237,000.00
 (Insert: Base Bid/Bid + Alternate, etc.)

Total Value of DBE Participation: \$ 30,850.00

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 DBE Firms.

By: 
 Signature STEPHEN SINES, SENIOR P.M.
 Print Name/Title of Person Executing on Behalf of the Prime
 Date: 7/28/14

SCHEDULE 2
(Attachment to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: _____ Project/Bid Name: PBIA FRICTION SURFACE COATING

Change Order/Task/Amendment No. (if applicable): TASK M8

Name of Prime Bidder: THE MORGANTI GROUP, INC

Name of DBE Firm: FLORIDA DEVELOPERS, 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
	CONCRETE		\$	\$
			\$	\$ 19,350.00
			\$	\$

at the following price¹: \$ 19,350.00
(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.

FLORIDA DEVELOPERS, INC.
Printed Name of DBE/Subcontractor
By: Frank W. Williams
Signature

¹ 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.

(Attachment __ to the Bid Form)

LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

Project/Bid No.: _____ Project/Bid Name: P61A Friction Surface Coating

Change Order/Task/Amendment No. (if applicable): Task M8

Name of Prime Bidder: The Moroenti Group, Inc.

Name of DBE Firm: MOTPlan3.com

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) Latino/Hispanic Person
☐ 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
		Maintenance of Traffic		\$	\$ 11,500.00
				\$	\$
				\$	\$

at the following price: \$ 11,500.00 (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> A </u>	\$	
(Name of Subcontractor)		(Amount of Subcontract)
<u> S </u>	\$	
(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.

Mark Meyers
Printed Name of DBE Subcontractor

By: [Signature]
Date: 7/1/14

¹ 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.

Tuesday, August 05, 2014

Images

Contracts

Insured: The Morganti Group, Inc.

Insured ID: R-2013-0663-PBC

**Compliant
(with overrides)**

ITS Account Number: PLC669

Project(s): **Palm Beach County - Airports Planning & Development**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 7/1/2015			
General Aggregate:	\$10,000,000	\$4,000,000	X
Products - Completed Operations Aggregate:	\$5,000,000	\$4,000,000	X
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$5,000,000	\$2,000,000	X
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>		Any Auto	
Expiration: 7/1/2015	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$5,000,000	\$1,000,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 7/1/2015			
Each Occurrence:	\$0	\$10,000,000	
Aggregate Limit:	\$0	\$10,000,000	
<u>Workers Compensation/Employers Liability</u>		WC Stat. Limits	
Expiration: 7/1/2015			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

AIU Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, PA
New Hampshire Insurance Company



August 4, 2014

Palm Beach County
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

RE: Task M8 Friction Surface Coating – Bond Number 935360
Contractor: The Morganti Group, Inc.

To Whom It May Concern:

This correspondence will serve to confirm that The Insurance Company of the State of Pennsylvania, as Surety, acknowledges and consents that the Palm Beach County will insert the contract date and execution date when the Board executes the Contract Documents, including the Contract Bonds, for the above captioned project.

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

Sincerely,

The Insurance Company of the State of Pennsylvania

By:

A handwritten signature in black ink, appearing to read "Sandra C. Lopes", written over a horizontal line.

Sandra C. Lopes, Attorney-in-Fact

FL Non-Resident License No. W051270

POWER OF ATTORNEY

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

Power No. 24716

No. 04-B-10925

KNOW ALL MEN BY THESE PRESENTS:

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

—Michael J. Cusack, John J. Gambino, Sandra C. Lopes, Nicole Roy,
Donald H. McCarter, Kathleen M. Flanagan, Richard A. Leveroni,
Jean M. Feeney, Nicholas Labbe, John DeChiaro: of Boston, Massachusetts—

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

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

this 24th day of March, 2014



Michael Yang

Michael Yang, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 24th day of March, 2014 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Juliana Hallenbeck

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6125671
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

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

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

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

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

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

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

this 4th day of August, 2014



Denis Butkovic

Denis Butkovic, Secretary

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 935360

BOND AMOUNT: Two Hundred Thirty Seven Thousand and 00/100 Dollars
(\$237,000.00)

CONTRACT AMOUNT: Two Hundred Thirty Seven Thousand and 00/100 Dollars
(\$237,000.00)

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: The Insurance Company of the State of Pennsylvania

SURETY'S ADDRESS: 175 Water Street, 18th Floor
New York, NY 10038

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: Task M8 Friction Surface Coating on third level ramp to Terminal

PROJECT LOCATION: **Palm Beach International Airport**, Palm Beach County, Florida
3200 Belvedere Rd
West Palm Beach, Fl 33406

LEGAL DESCRIPTION: Project No. PB12-14 Task M8 Friction Surface Coating at Palm Beach
International Airport
Property Control Number 00-43-43-31-01-001-0010

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **\$237,000.00 (Two Hundred Thirty Seven Thousand and 00/100 Dollars)** 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 – Task M-8: Friction Surface Coating**

Project No.: **PB12-14 Task M8**

Project Description: Provide Construction Management at Risk for the application of a friction coating on the commercial lanes of the third level ramp to the Terminal

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by
AECOM Technical Services, Inc.
One Metro Center
4010 Boy Scout Blvd., Suite 300
Tampa, FL 33607
(813) 630-2500 F (813) 621-2300

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

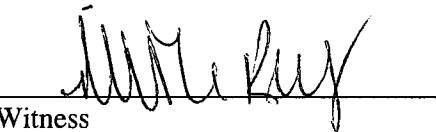
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County for the construction of Task M8 Friction Surface Coating, 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, sealed and dated this _____ day of _____, 20____.


Witness



Witness

THE MORGAN GROUP, INC.

By:  (Seal)

Senior Vice President
Title

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


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

POWER OF ATTORNEY

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

Power No. 24715

No. 04-B-10925

KNOW ALL MEN BY THESE PRESENTS:

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

---Michael J. Cusack, John J. Gambino, Sandra C. Lopes, Nicole Roy,
Donald H. McCarter, Kathleen M. Flanagan, Richard A. Leveroni,
Jean M. Feeney, Nicholas Labbe, John DeChiaro--- of Boston, Massachusetts---

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

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

this 24th day of March, 2014



Michael Yang

Michael Yang, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 24th day of March, 2014, before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Juliana Hallenbeck

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA0125871
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

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

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

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

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

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

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

this day of



Denis Butkovic

Denis Butkovic, Secretary