

3F5


☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing


I. EXECUTIVE BRIEF

Summary: The CM at Risk Contract with MGI was approved by the Board on August 20, 2019 (R-2019-1221). The Contract is for two years with three, one-year renewal options for CM at Risk Services for Airport Improvements for the Department. In order to complete certain capital improvement projects at the County's four Airports, the Department requires a CM at Risk contractor to provide preconstruction and construction services, which include conducting the procurement process for assigned tasks/work orders, project management and construction supervision. This solicitation for CM contractors was advertised on September 23, 2018 according to the Small Business Enterprise (SBE) Ordinance in place at the time, with a 15% SBE goal. MGI along with their S/MBE teaming partner Cooper Construction Management and Consulting, Inc. (Cooper), were one of two firms selected to provide project management and construction supervision services. MGI 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. 1 in the amount of \$1,383,500 and 220 Calendar Days will enable MGI to complete Work Order SMC 01: Terminal 2nd Level Temperature and Humidity Issues Corrections Phase 1 at PBI. This project is phase 1 of a multiphase project to address temperature, humidity and condensation issues that have been experienced within the terminal. The project was presented to the Goal Setting Committee on December 18, 2019 and an Affirmative Procurement Initiatives (API's) of 16% S/MBE participation was applied, of which 4% will be an MBE Goal for African Americans and Hispanics. The SBE participation on this project is 15.85% and the MBE is 4.34%. **Countywide (AH)**

Attachments:

1. Amendment No. 1 to CM at Risk Contract with MGI (w/Contract History) – (3 originals)
2. OEBO Schedules

Recommended By:  5-8-20
Department Director Date

Approved By:  5/27/2020
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures	<u>\$1,383,500</u>				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$1,383,500</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Does this item include the use of federal funds? Yes No X

Budget Account No: Fund 4111 Department 121 Unit A368-425 Object 6504
Reporting Category _____

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

Approval of this item provides budget for Amendment No. 1 to the Contract with MGI in the amount of \$1,383,500.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 5/11/2020
OFMB *[initials]* (126) 5/11

Ar. J. Jacob
Contract Dev. and Control
5/14/2020 TW

B. Legal Sufficiency:

Anne Helms 5-21-2020
Assistant County Attorney

C. Other Department Review:

Department Director

REVISÉD 11/17

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

Search

Home

Insured Tasks

View

Project Information

Project Information

Insured Name

Morganti Group, Inc. (DX000000605)

Contract Name

The Morganti Group, Inc.

Account Number

DX000000605

Address

Status

Currently in Compliance.

Active Records Only

Advanced Search

Insured TasksAdmin Tools

View

Insured

Notes

History

Deficiencies

Coverages

Requirements

Contract Screen

Help

Video Tutorials

Contract Screen

Contract Information

Vendor Number	Contract Number	Contract Name	Description	Contract Value	Action
DX000000605	DOA 18-13	CM at Risk for Miscellaneous Airport Improvements			View

Account Information

Contract Number: DOA 18-13

Name: CM at Risk for Miscellaneous Airport Improvements

Description:

Contract Value:

Country:

Work State: FL

City:

Contact:

License:

MilePost:

Crossing Location:

Contact Details

Name:

Address:

City:

Zip:

State:

Phone:

Email:

Email2:

Contract Information

Start Date:

End Date:

Effective Date: 08/20/2019

Expiration Date: 12/31/2024

Cancelled Date:

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

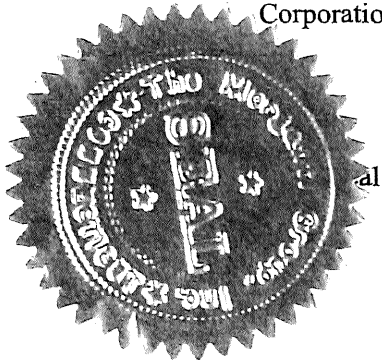
1. That Nabil Takla is the President of The Morganti Group, Inc., a Corporation organized and existing in good standing under the laws of the State of Connecticut, hereinafter referred to as the Corporation, and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 9th day of May, 2019, in accordance with the laws of the State of Connecticut, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED that the corporation shall enter into that certain Contract, DOA 18-13 CM at Risk Services for Airport Improvements for the Department of Airports Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the Agreement), a copy of which is attached hereto: and be it

FURTHER RESOLVED, that Stephen Sines, the Vice President Operations, of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement,

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effects as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida, and had qualified, if legally required, to do business in the State of Florida and has full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation on the 18th day of July, 2019.



Nabil Takla
(Signature)

[Signature]
(Witness)

Subscribed and sworn before me by Nabil Takla this 18th day of July, 2019

Judith E. Annunziata
Notary Public JUDITH E. ANNUNZIATA
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2021



**AMENDMENT NO. 1 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND
THE MORGANTI GROUP, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES
MISCELLANEOUS AIRPORT IMPROVEMENTS PROJECT NO. DOA 18-13**

This Amendment No.1 to the Contract is made as of the _____ day of _____, 2020, 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 Centrepark Blvd., Suite 260, West Palm Beach, Florida 33401.

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and **THE MORGANTI GROUP, INC.** dated August 20, 2019 (R-2019-1221) is in full force and effect and that this merely supplements said Contract; and

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price (GMP), including Construction Manager's fees for 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 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 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 pre-construction phase of this Contract; and

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

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

(1) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **1,383,500** for the construction costs for **Work Order SMC 01: Terminal 2nd Level Temperature and Humidity Issues Corrections Phase 1 at Palm Beach International Airport (PBI)**. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall complete the project within the milestones noted in the table below or Liquidated Damages for failure to complete within the contract time or approved extension thereof shall be assessed.

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	190	\$1,000/ Cal Day
Final Completion	220	\$250/ Cal Day

(3) ATTACHMENTS: Exhibit A

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
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Rana Barb
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER
SIGNATURE

Toni Canazos
Signature

TONI CAVAZOS
Name (type or print)

CONSTRUCTION MANAGER:

[Signature]
Signature

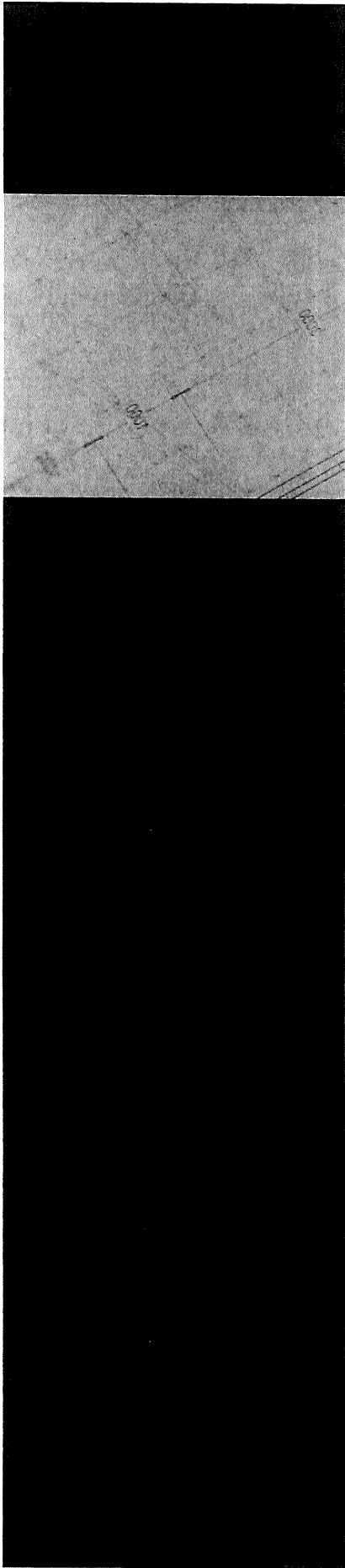
STEPHEN SINES
Name (type or print)

VICE PRESIDENT OF OPERATIONS
Title

(Corporate Seal)

EXHIBIT A

**GMP dated 4/28/2020
Construction Bond**

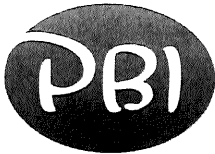


SMC01 2nd Level Temperature
and Humidity Issues Corrections Phase 1

Palm Beach County Department of Airports

- Guaranteed Maximum Price
4/28/2020

Palm Beach
INTERNATIONAL AIRPORT



MORGANTI **COOPER**
A SOLID FOUNDATION CONSTRUCTION MANAGEMENT

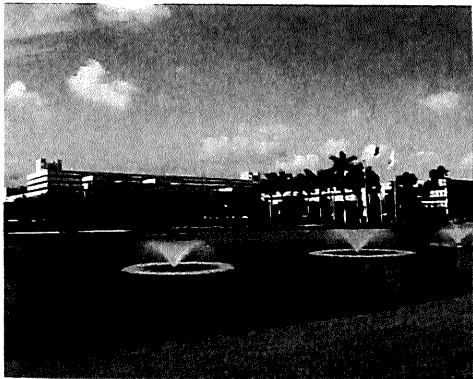


TABLE OF CONTENTS

SECTION I

Guaranteed Maximum Price

- A summary of construction division line item costs including construction components, general conditions, bonds & insurance and fees.

SECTION II

Subcontractor Summary

- A subcontractor summary entailing the bidders, DBE values, and associated costs.

SECTION III

General Conditions

- Itemized list of general condition items such as temporary barriers, dumpsters and various supplies needed to execute the work.

SECTION IV

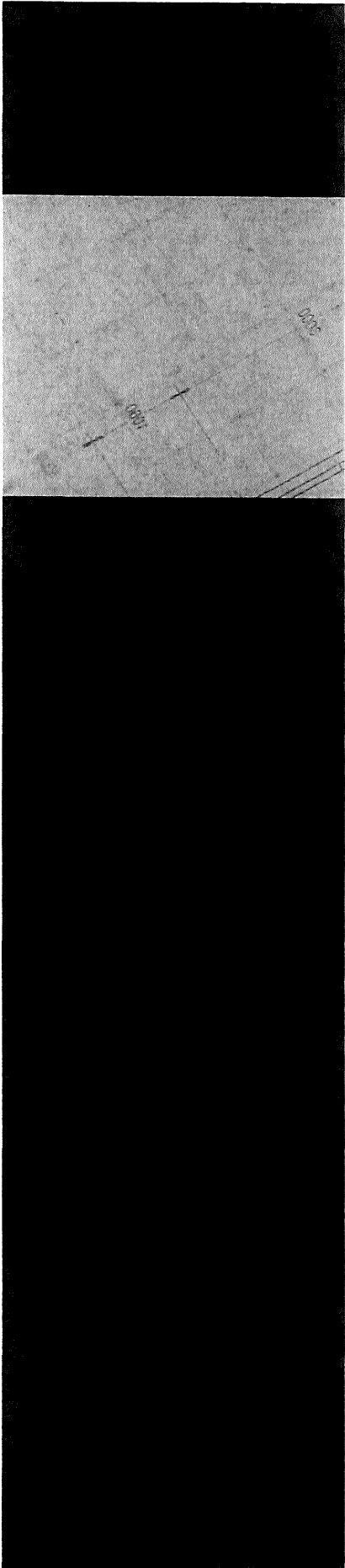
Staffing

- A breakdown of construction management staff with utilization rate, quantity in months and total labor costs.

SECTION V

Assumptions and Clarifications

- A breakdown of assumptions and clarifications related to this specific project including a summary of unique facets of the project.



SECTION I

Guaranteed Maximum Price

Palm Beach County Department of Airports

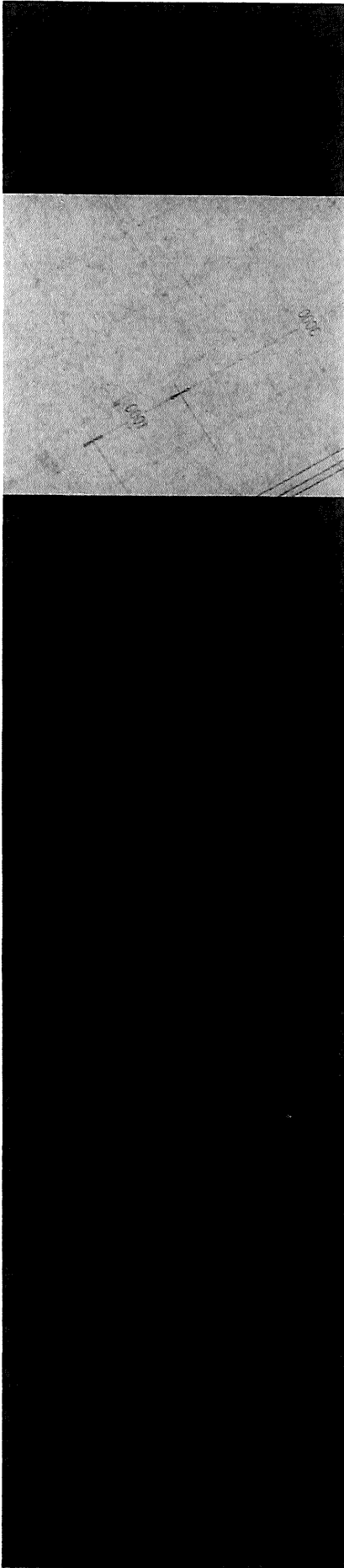
SMC01 2nd Level Temperature & Humidity Control Issues

Date: April 28, 2020
Owner: Palm Beach County Department of Airports
CM: The Morganti Group, Inc.
Architect: AECOM



Guaranteed Maximum Price

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
09000	Finishes	1	ls	\$ 928,760
26000	Electical	1	ls	\$ 22,625
Subtotal - Subcontractor Costs				\$ 951,385
	Reimbursable General Conditions	1	ls	\$ 16,955
	Subtotal			\$ 968,340
	General Liability Insurance	0.008	ls	\$ 11,068
	Builder's Risk Insurance	0.0085	ls	\$ 11,760
	Payment and Performance Bonds	0.0080	ls	\$ 11,068
	Subtotal			\$ 1,002,236
	Fee	5.0%	%	\$ 50,112
	Construction Staffing	1	ls	\$ 267,454
	Subtotal			\$ 1,319,802
	Construction Contingency		ls	\$ 50,000
	Subtotal			\$ 1,369,802
	Preconstruction Fee	0.0100	ls	\$ 13,698
TOTAL GMP				\$ 1,383,500



SECTION II

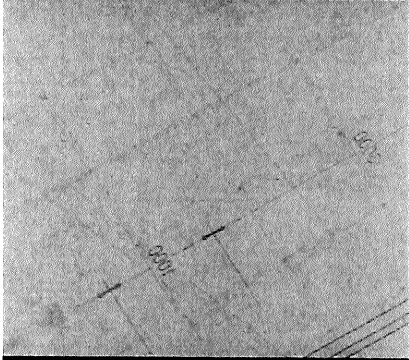
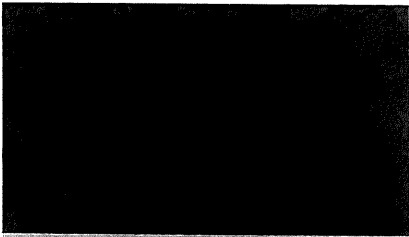
Subcontractor Summary

Subcontractor Summary							
Bid Package	Description	Bidder	SBE/MBE Value	Amount of Proposal	Addendum Received	Budget	Amount Utilized in GMP
DIVISION 01000 General Construction							
9A	Soffit Demo/ Framing/ Finish/ Scaffold	D&D Quality Constructors, Inc	\$112,000/ \$60,000	\$928,760	1, 2	N/A	\$928,760
26A	Electrical	Electrical Consulting Services, Inc.	\$1,017/ \$0	\$22,625	1, 2	N/A	\$22,625
Subtotal:			\$172,610			Subtotal:	\$951,385

Note: ECSI SBE participation counted at 60%

SBE Subcontractor Total	\$172,610	12.48%	Reimbursable General Conditions	\$	16,955
MBE Subcontractor Total *	\$ 60,000.00	4.34%	GL Insurance	\$	11,068
SBE Cooper % of Staffing	\$ 39,150.00	2.83%	Builder's Risk Insurance	\$	11,760
SBE Cooper 15% of Fee	\$ 7,516.77	0.54%	Payment and Performance Bonds	\$	11,068
SBE Total Dollars	\$ 219,277.09		Construction Staffing	\$	267,454
SBE Percentage of GMP (16% Req.)	15.85%		Fee	\$	50,112
MBE Percentage of GMP (4% Req.)	4.34%		Construction Contingency	\$	50,000
			Preconstruction Fee	\$	13,698
			Total GMP	\$1,383,500	

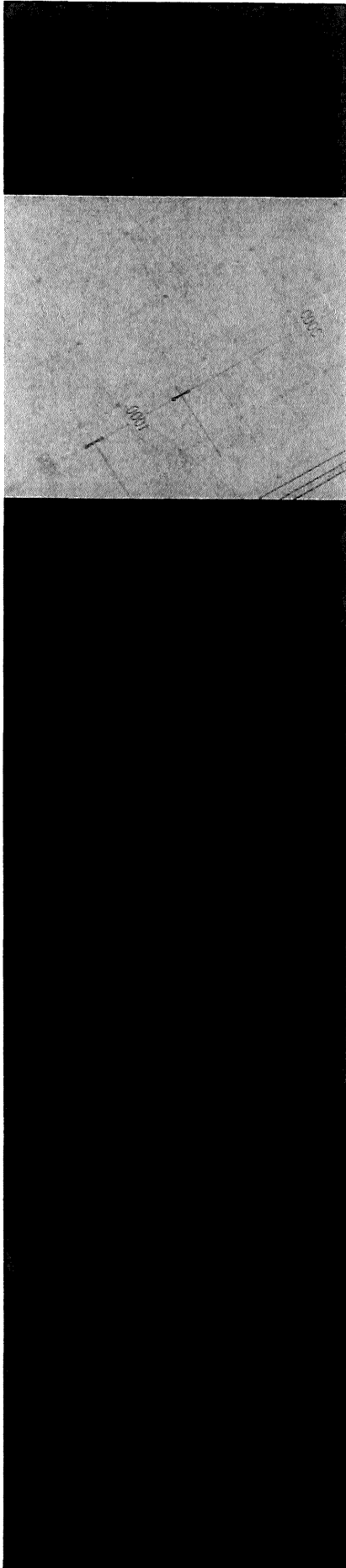
* MBE total included in SBE subcontractor total



SECTION III

General Conditions

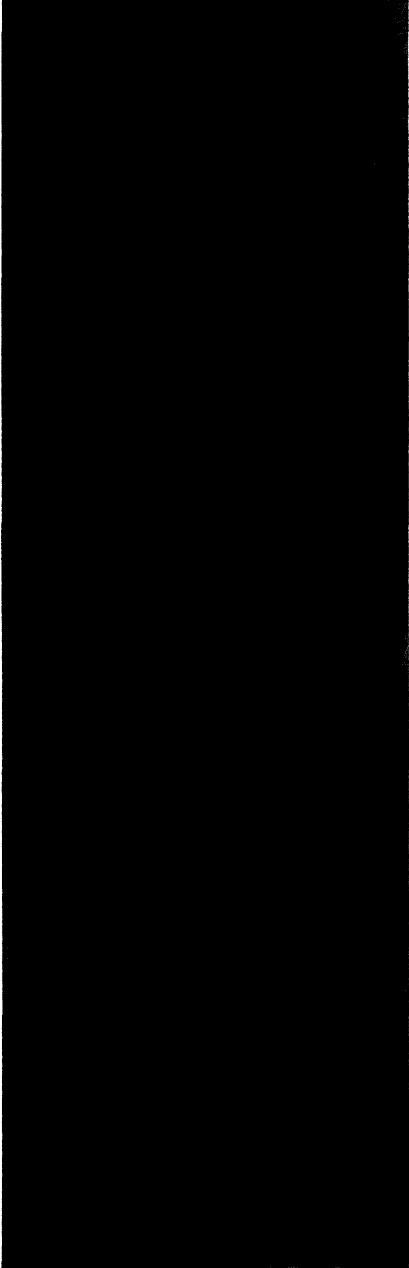
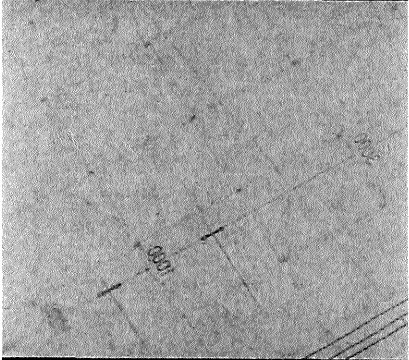
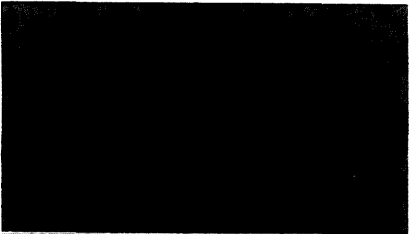
SUB TOTAL REIMBURSEABLE GENERAL CONDITIONS	\$ 16,955
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SECTION IV

Staffing

Construction Staffing					
ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
	Construction Staff				
1	Home Office Employees - Sines, McCarthy, Cavazos	0.10	6.5	\$ 21,150	\$13,748
2	Sr. Project Manager - Jennifer Uman	0.33	6.5	\$ 16,700	\$35,822
3	Lead Superintendent - Gregory Bellamy	0.15	6.5	\$ 17,400	\$16,965
4	Asst. Project Manager - Patrick Stroebel	0.15	6.5	\$ 10,900	\$10,628
5	Project Superintendent - Sean Wray	1.00	7.5	\$ 17,400	\$130,500
6	Asst Superintendent - (Cooper TBD)	1.00	2.25	\$ 17,400	\$39,150
7	Project Coordinator- Lynette Scraper	0.25	7.5	\$ 8,800	\$16,500
8	Field Office (Trailer)	0.25	6.5	\$ 2,500	\$4,143
TOTAL STAFF COSTS					\$267,454



SECTION V

Assumptions & Clarifications

PBIA SMC01

Terminal 2nd Level Temperature and Humidity Issues Corrections Phase 1

Guaranteed Maximum Price (GMP)

Clarifications & Assumptions

- 1) The GMP includes the cost for demolition and reconstruction of exterior soffits, removal of existing lighting fixtures and associated circuits and raceways, and all required scaffolding to provide access to perform the work, based on the AECOM Terminal 2nd Level Temperature and Humidity Issues Corrections Phase I contract document set dated September 19, 2019.
- 2) All existing framing and boards will be completely removed. New framing and boards will be installed in accordance with engineered drawings developed by a specialty engineer which will be provided by the framing subcontractor.
- 3) For the 564'-6" soffit, the scaffolding will be constructed in two mobilizations to reduce the demobilization time, should a hurricane threat occur.
- 4) The cost of hurricane preparation work, demobilization and remobilization of scaffolding, and protection and/or movement of materials to prepare for a hurricane is not included in the Guaranteed Maximum Price (GMP) and will be handled as a change order if required.
- 5) Concrete jersey barriers will create a 100% perimeter around any ground mounted scaffolding.
- 6) Water-filled plastic barriers will be utilized to protect other items such as dumpsters and material lay down areas.
- 7) Wood, plastic and/or netting will be utilized to protect existing surfaces and materials to remain, and may also be used to prevent potential FOD from straying from the work areas.
- 8) The erection/demobilization of scaffolding will take place after normal day time working hours, starting at 7:00 pm and ending at 3:30 am.
- 9) The demolition and construction of the new soffits will take place during normal day time working hours.
- 10) The R-20 batt insulation blankets are included and will be installed. The dens glass facing the inside of the building will not be installed during this Phase 1 project, rather it will be installed during the Phase 2 project. The fluid-applied asphalt air barrier over existing concrete will not be installed during this Phase 1 project, rather it will be installed during the Phase 2 project.
- 11) If a port-o-let cannot be placed in close vicinity to the work areas, other arrangements must be made for the construction workers to use airport restroom facilities.
- 12) Temporary lighting and power will utilize the existing lighting circuits.
- 13) Temporary water for construction use will be sourced from a hose bib located near the work area.
- 14) If the existing lighting circuits scheduled to be removed are tied-in with other fixtures, receptacles, etc. that are not scheduled to be removed, any additional labor and materials required to maintain power to these devices is not included in this GMP.
- 15) For those electrical circuits shown to be removed, conductors will be removed back to lighting control panel and power panel as specified. Abandoned raceways will be capped as specified. Removal of raceways will be included in the Temperature and Humidity Issues Corrections Phase 2 project when access to the interior ceiling is available.

Construction Management ■ General Contracting ■ Design Build ■ Project Management

THE MORGANTI GROUP INC. ■ WWW.MORGANTI.COM

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

- 16) The cost of all scaffolding required for performance of this work is included in the framing subcontract.
- 17) The GMP is based on a 198 calendar day project schedule from the date that the Department of Airports issues a Notice to Proceed to Substantial Completion. This schedule is contingent upon work progressing in multiple areas simultaneously, in accordance with the attached project schedule.
- 18) The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP):
- : Permit Fees, inspection fees, and utility connection fees
 - : Contract Document Revisions by Governing Authorities
 - : Materials testing; costs for tests that fail will be paid by the responsible Subcontractor.
- 19) The GMP is based on current market rates and material availability. Due to the uncertainty of future markets as a result of the COVID -19 pandemic, future prices and material availability cannot be guaranteed.
- 20) Palm Beach County Living Wage rates are included.
- 21) Buy American requirements are excluded.
- 22) Certified payroll is excluded.
- 23) The SBE goal for the project is 16% SBE with 4% MBE participation. The total SBE/MBE participation presented in this GMP is 15.85%/4.34%.

Construction Management • General Contracting • Design Build • Project Management

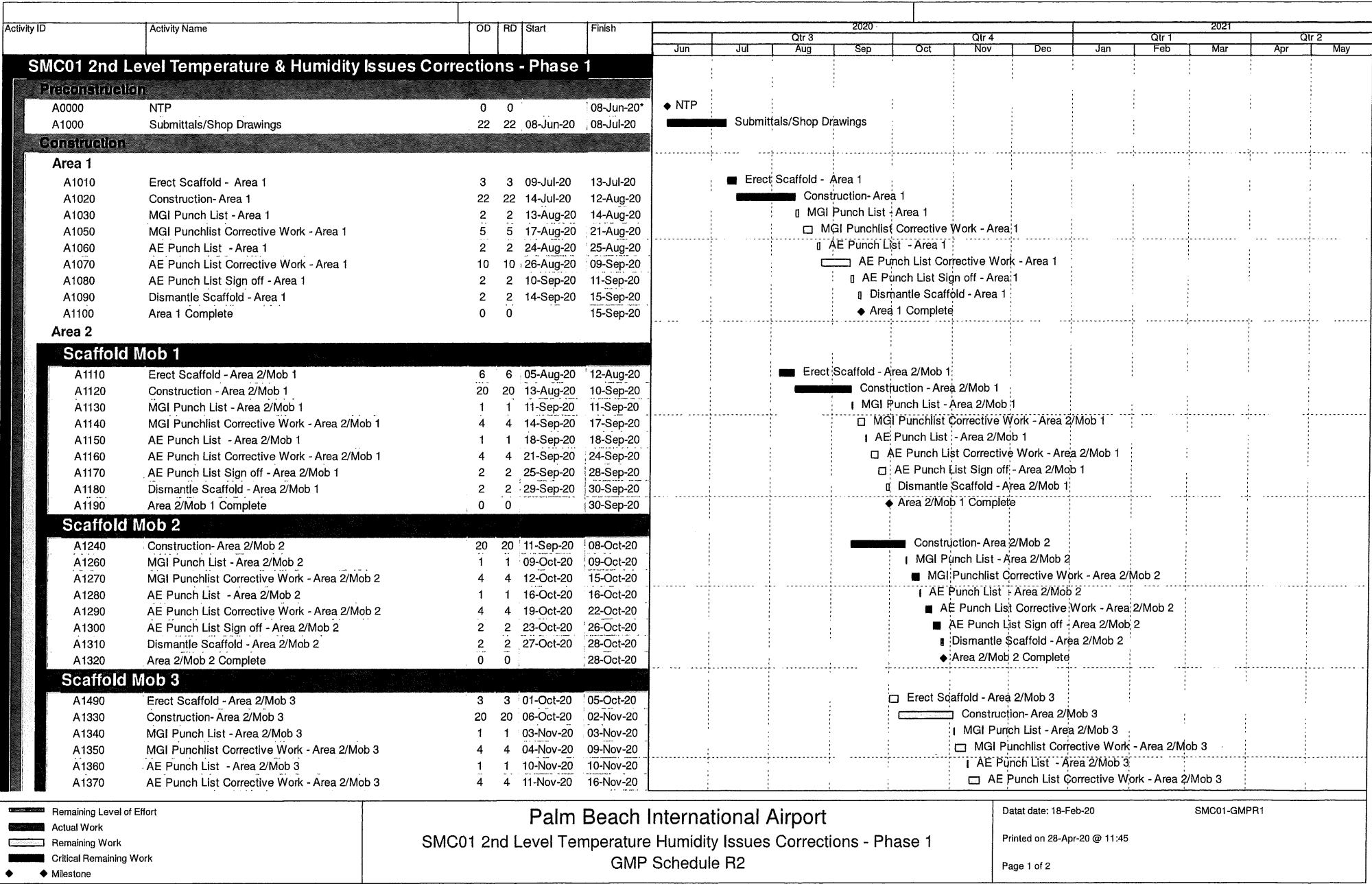
THE MORGANTI GROUP INC. • WWW.MORGANTI.COM

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SECTION VI

Construction Schedule



Activity ID		Activity Name		OD	RD	Start	Finish	2020						2021					
								Qtr 3			Qtr 4			Qtr 1			Qtr 2		
								Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
A1380		AE Punch List Sign off - Area 2/Mob 3		2	2	17-Nov-20	18-Nov-20							▮ AE Punch List Sign off - Area 2/Mob 3					
A1390		Dismantle Scaffold - Area 2/Mob 3		2	2	19-Nov-20	20-Nov-20							▮ Dismantle Scaffold - Area 2/Mob 3					
A1400		Area 2/Mob 3 Complete		0	0		20-Nov-20							◆ Area 2/Mob 3 Complete					
Scaffold Mob 4																			
A1500		Erect Scaffold - Area 2/Mob 4		3	3	29-Oct-20	02-Nov-20							■ Erect Scaffold - Area 2/Mob 4					
A1410		Construction- Area 2/Mob 4		20	20	03-Nov-20	02-Dec-20							■ Construction- Area 2/Mob 4					
A1420		MGI Punch List - Area 2/Mob 4		1	1	03-Dec-20	03-Dec-20							▮ MGI Punch List - Area 2/Mob 4					
A1430		MGI Punchlist Corrective Work - Area 2/Mob 4		4	4	04-Dec-20	09-Dec-20							■ MGI Punchlist Corrective Work - Area 2/Mob 4					
A1440		AE Punch List - Area 2/Mob 4		1	1	10-Dec-20	10-Dec-20							▮ AE Punch List - Area 2/Mob 4					
A1450		AE Punch List Corrective Work - Area 2/Mob 4		4	4	11-Dec-20	16-Dec-20							■ AE Punch List Corrective Work - Area 2/Mob 4					
A1460		AE Punch List Sign off - Area 2/Mob 4		2	2	17-Dec-20	18-Dec-20							▮ AE Punch List Sign off - Area 2/Mob 4					
A1470		Dismantle Scaffold - Area 2/Mob 4		2	2	21-Dec-20	22-Dec-20							▮ Dismantle Scaffold - Area 2/Mob 4					
A1480		Area 2/Mob 4 Complete		0	0		22-Dec-20							◆ Area 2/Mob 4 Complete					
(New WBS)																			
Closeout																			
A1040		Closeout		35	35	03-Dec-20	22-Jan-21							■ Closeout					
A1200		Substantial Completion		0	0		22-Dec-20*							◆ Substantial Completion					
A1210		Final Completion		0	0		22-Jan-21*							◆ Final Completion					

Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Palm Beach International Airport

SMC01 2nd Level Temperature Humidity Issues Corrections - Phase 1

GMP Schedule R2

Datat date: 18-Feb-20

SMC01-GMPR1

Printed on 28-Apr-20 @ 11:45

Page 2 of 2



April 29, 2020

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

RE: SMC01 2nd Level Temperature and Humidity Issues Corrections Phase 1
Contractor: The Morganti Group, Inc.
Bond No.: 9347429

To Whom It May Concern:

This correspondence will serve to confirm that Zurich American Insurance Company, as Surety, acknowledges and consents that the Palm Beach County Board of County Commissioners will insert the contract date and execution dates when the Board executes the Contract Documents, including the Contract Bonds and Powers of Attorney, for the above-captioned project.

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

Sincerely,

Zurich American Insurance Company

By:

Gabriela Camacho, Attorney-in-Fact, FL Non-Resident License No. W570767
c/o Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor
Boston, MA 02110
(617) 535-7200

Zurich American Insurance Company
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
USA
Phone (847) 605-600
Toll Free (800) 251-3606

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Michael J. CUSACK, Eric J. CANTERBURY, John J. GAMBINO, Sandra C. LOPES, Nicole ROY, Natalie CONEYS, Jean M. FEENEY, Nicholas LABBE, Laurie ROTHWELL and Gabriela CAMACHO, all of Boston, Massachusetts, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of June, A.D. 2019.



ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 25th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 29th day of April, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

PUBLIC CONSTRUCTION BOND

BOND NUMBER 9347429

BOND AMOUNT One Million Three Hundred Eighty Three Thousand Five Hundred and 00/100 Dollars (\$1,383,500.00)

CONTRACT AMOUNT One Million Three Hundred Eighty Three Thousand Five Hundred and 00/100 Dollars (\$1,383,500.00)

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: Zurich American Insurance Company

SURETY’S ADDRESS: 1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

SURETY’S PHONE: (847) 605-6000

OWNER’S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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

OWNER’S PHONE: (561) 471-7462

PROJECT NAME: SMC01 2nd Level Temperature and Humidity Issues Corrections Phase 1

PROJECT NUMBER: SMC01

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Demolition and reconstruction of exterior soffits to correct the
temperature and humidity barrier at the building envelope.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
Palm Beach International Airport, 3200 Belvedere Road, West Palm Beach, FL 33406
Legal Description - PCN 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 hereinbelow defined, in the amount of

One Million Three Hundred Eighty Three Thousand Five Hundred and 00/100 Dollars (\$1,383,500.00)
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: SMC01 2nd Level Temperature and Humidity Issues Corrections Phase 1
Project No.: SMC01
Project Description: Demolition and reconstruction of exterior soffits to correct the temperature and humidity barrier at the building envelope.
Project Location: Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: AECOM
LOCATION OF FIRM: 7650 West Courtney Campbell Causeway, Tampa, FL 33607
PHONE: (813) 286-1711

NAME OF ARCHITECTURAL FIRM: Colome & Associates, Inc.
LOCATION OF FIRM: 530 24th Street, West Palm Beach, FL 33407
PHONE: (561) 833-9147

NAME OF ARCHITECTURAL FIRM: Hillers Electrical Engineering
LOCATION OF FIRM: 23257 State Road 7, Suite 100, Boca Raton, FL 33428
PHONE: (561) 451-9165

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 between Principal and County for the construction of SMC01 2nd Level Temperature and Humidity Issues Corrections Phase 1, 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.

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.

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

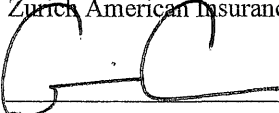
The Morganti Group, Inc.

Deborah Cordova
Witness


Principal (Seal)

Deborah Cordova, Witness
Print Name

Laurie Rothwell
Witness

Thamer Rushaidat, President & CEO
Title
Zurich American Insurance Company

Surety (Seal)

Laurie Rothwell, Witness
Print Name

Gabriela Camacho, Attorney-in-Fact, FL Non-Resident License No.W570767
Title

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Michael J. CUSACK, Eric J. CANTERBURY, John J. GAMBINO, Sandra C. LOPES, Nicole ROY, Natalie CONEYS, Jean M. FEENEY, Nicholas LABBE, Laurie ROTHWELL and Gabriela CAMACHO, all of Boston, Massachusetts, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of June, A.D. 2019.



ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 25th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of _____, _____.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

DEPARTMENT OF AIRPORTS
Miscellaneous Airport Improvements - CMF
The Morganti Group
PB NO: DOA 18-13
CONTRACT HISTORY

CONTRACT APPROVED ON: RESOLUTION NO CONTRACT TIME SBE Goal				8/20/2019 R-2019-1221 2 Yrs with an option of 3 - 1yr renewals 15.00%				Expiration 8/18/2021							
REF DOC	SBE-GOAL	DESCRIPTION	TIME(Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	1 CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TO/WO CLOSED
SMC-01	16% with 4% MBE	Terminal Condensation Phase 1	190				\$1,383,500.00						June 2, 2020 Board		
SMC-02	26%	Wallis Road Improvements													
SMC-03	TBD	Domestic Water Valve Replacement													
		ARFF Roof Repairs													
		4th Level Roof Improvements													
SMC-04		Domestic Water Valve Replacement-Field Investigation													
SMC-05		Terminal Condensation Phase 2													

Notes:

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Items in Blue are draft

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

Document	Authority
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Task Order	Lead Dept	less than \$100,000
------------	-----------	---------------------

Task Order	CRC	\$100,000 <\$
Amount	500	> \$999,999

¹ Approval Authority

*Time

CO Value

\$0-50,000

\$50,001-100,000
\$122,221

Authority

Lead Dept

CRC
888

Cumulative Days

0-30 days

31-90
100

Authority

Lead Dept

CRC
888

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 8/24/09

When the cumulative value of changes or additional work approved by the Lead or CRC exceeds the greater of \$250,000 or 5% of the original contract an agenda item notifying the board that the item puts it in the excess category must be prepared and forwarded as a Receive and File item

OEOB SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBI SMC01 2nd Level Temp & Humidity Issues Ph1
NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group
CONTACT PERSON: Jennifer Uman
SOLICITATION OPENING/SUBMITTAL DATE: sub bids: 3/26/20; GMP 4/23/20

SOLICITATION/PROJECT/BID No.: SMC01
ADDRESS: 1450 Centrepark Blvd, Suite 260, WPB, FL 33401
PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com
DEPARTMENT: Dept of Airports

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

(Page 1 of 10)

Name, Address and Phone Number		(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
		Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
			Minority/Women Business	Small Business					
1.	The Morganti Group 1450 Centrepark Blvd, #260 West Palm Beach, FL 33401 561-689-0200	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$477,625.00	
2.	D&D Quality Constructors, Inc. 1409 Forsythe Road West Palm Beach, FL 33405 561-433-9515	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$756,760.00	
3.	Robling Architecture Construction, Inc. 101 Walker Ave Greenacres, FL 33463 561-649-6705	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$112,000.00	
4.	N&P Construction & Development, Inc. 1405 Allendale Rd. West Palm Beach, FL 33405 561-644-2443	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		\$60,000.00			
5.	Electrical Consulting Services, Inc. 1720 Upland Rd West Palm Beach, FL 33409 561-478-0100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$21,607.80	
(Please use additional sheets if necessary)		See Continuation Sheet			Total				
Total Bid Price \$					Total SBE - M/WBE Participation				

I hereby certify that the above information is accurate to the best of my knowledge: _____
Signature Title

Note: 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBI SMC01 2nd Level Temp & Humidity Issues Ph1
NAME OF PRIME RESPONDENT/BIDDER: The Morganti Group
CONTACT PERSON: Jennifer Uman
SOLICITATION OPENING/SUBMITTAL DATE: sub bids: 3/26/20; GMP 4/23/20

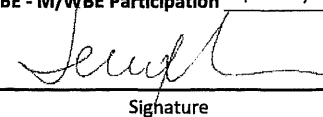
SOLICITATION/PROJECT/BID No.: SMC01
ADDRESS: 1450 Centrepark Blvd, Suite 260, WPB, FL 33401
PHONE NO.: 561-689-0200 E-MAIL: juman@morganti.com
DEPARTMENT: Dept of Airports

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

(Page 2 of 10)

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Hall Hardware 2750 South Dixie Hwy West Palm Beach, FL 33405 561-832-7324	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$1,017.20	_____	
2. Cooper Construction Mgmt 345 Hiatt Drive, Suite 140 Palm Beach Gardens, FL 33418 561-841-6150	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$72,790.00	_____	_____	_____	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)				Total	\$72,790.00	\$60,000.00	_____	\$1,369,010.00	_____
Total Bid Price \$					\$1,501,800.00	Total SBE - M/WBE Participation	\$245,807.20		

I hereby certify that the above information is accurate to the best of my knowledge:


Signature

Sr. Project Manager

Title

Note:

1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: PBI SMCO1 Temperature & Humidity Issue Correction (Phase 1)
SOLICITATION/PROJECT NAME: Palm Beach Department of Airports

Prime Contractor: The Morganti Group Inc. Subcontractor: D&D Quality Constructors, Inc.

(Check box(s) that apply)

☐SBE ☐WBE ☐MBE ☐M/WBE ☒Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

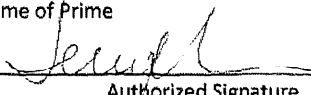
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

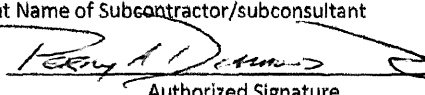
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$756,760.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N&P Construction & Development, Robling Architecture Construction	N&P - \$60,000.00 Robling Arch - \$112,000.00
Name of 2 nd /3 rd tier Subcontractor/subconsultant	Price or Percentage: _____

The Morganti Group
Print Name of Prime
By: 
Authorized Signature
Jennifer Uman
Print Name
Sr. PM
Title
Date: 4/21/20

D&D Quality Constructors, Inc.
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
Perry A. Diamond, Jr.
Print Name
Vice President
Title
Date: 20 April 2020

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: **PBI SMC01 Temperature & Humidity Issue Correction (Phase 1)**

SOLICITATION/PROJECT NAME: **Palm Beach Department of Airports**

Prime Contractor: The Morganti Group Inc. Subcontractor: Robling Architecture Construction Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1

Column 2

Column 3

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☐ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Construction Management Services				\$112,000.00 / 12.05%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$112,000.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

The Morganti Group

Print Name of ⁶Prime

By:

Authorized Signature

Jennifer/Uman

Print Name

Senior PM

Title

Date: 4/21/20

Robling Architecture Construction Inc.

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Damon A Robling

Print Name _____

President

Title

Date: 04/20/2020

Revised 09/17/2019

**Palm Beach County
Office of Small Business Assistance**

Certifies That

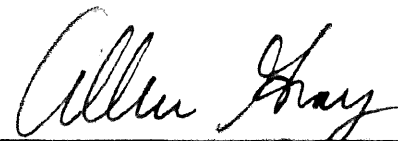
**Robling Architecture Construction, Inc.
Vendor # VC0000103416**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from*

June 27, 2018 to June 26, 2021

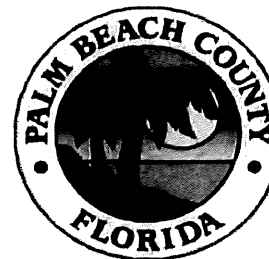
The following Services and/or Products are covered under this certification:

**Architect Services, Professional, (Not Otherwise Classified), Including Consulting; Doors and Windows; Site Work Acoustical
Ceilings & Walls: Cleaning, Installation, Maintenance and Repair Services, Including Panel Wall Systems Mold Remediation
Services; Carpentry Maintenance and Repair Services; Painting, Maintenance and Repair Services, Including Caulking; Wall and
Ceiling Maintenance, Repair and Replacement Services, Including Drywalling; Concrete For Structures And Incidental
Construction.; Excavation Services; Masonry; Mold Assessment Services (Not Consulting); Construction Management Services**



Allen F. Gray, Manager

May 4, 2018



Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Paulette Burdick
Hal Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: PBI SMCO1 Temperature & Humidity Issue Correction (Phase 1)
SOLICITATION/PROJECT NAME: Palm Beach Department of Airports

Prime Contractor: The Morganti Group Inc. Subcontractor: N & P Construction and Development, Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☒ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/23/2021

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Demolition Services				\$60,000.00 / 6.46%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$60,000.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

The Morganti Group
Print Name of Prime
By: Jennifer Uman
Authorized Signature
Jennifer Uman
Print Name
Sr. PM
Title
Date: 4/21/20

N & P Construction and Development, Inc.
Print Name of Subcontractor/subconsultant
By: Tony Piedra
Authorized Signature
Tony Piedra
Print Name
President
Title
Date: 4/20/2020

Revised 09/17/2019

***Palm Beach County
Office of Small Business Assistance***

Certifies That

N & P Construction and Development, Inc.

VENDOR # VC0000123756

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by
section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from*

October 24, 2018 to October 23, 2021

The following Services and/or Products are covered under this certification:

Construction Management Services

Demolition Services

Clearing and Grubbing Services

Excavation Services

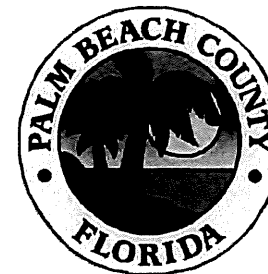
Grading, Parking Lots, etc., Not Road Building

(Page 7 of 10)



Allen Gray, Manager

10/24/2018



Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator
Verdenia Baker

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: SMC01
SOLICITATION/PROJECT NAME: 2nd Level Temp. & Jumidity Issues Corrections - Phase 1

Prime Contractor: The Morganti Group Subcontractor: Electrical Consulting Services, Inc.
(Check box(s) that apply)
☐SBE ☐WBE ☐MBE ☐M/WBE ☒Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

The undersigned affirms they are the following (select one from each column if applicable):

Column 1 Column 2 Column 3
☐Male ☐Female ☐African-American/Black ☐Asian American ☐Caucasian American ☐Supplier
☐Hispanic American ☐Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$21,607.80

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Hall Hardware Price or Percentage: \$1,017.20
Name of 2nd/3rd tier Subcontractor/subconsultant

The Morganti Group
Print Name of Prime
By: Jennifer Uman
Authorized Signature
Jennifer Uman
Print Name
Sr. PM
Title
Date: 4/23/20

Electrical Consulting Services, Inc.
Print Name of Subcontractor/subconsultant
By: Kenneth B. Kettner
Authorized Signature
Kenneth B. Kettner
Print Name
President
Title
Date: April 23, 2020

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: SMC01
SOLICITATION/PROJECT NAME: 2nd Level Temp. & Humidity Issues Corrections - Phase 1

Prime Contractor: The Morganti Group Subcontractor: Hall Hardware

(Check box(s) that apply)
☒SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/25/18

The undersigned affirms they are the following (select one from each column if applicable):

Column 1 Column 2 Column 3
☐Male ☐Female ☐African-American/Black ☐Asian American ☐Caucasian American ☒Supplier
☐Hispanic American ☐Native American

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Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Temporary String Lighting				
	LED Lamps for Temporary Lighting				
	Misc. Hardware & Fasteners				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$1,017.20

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage: \$1,017.20

The Morganti Group
Print Name of Prime
By: Jennifer Uman
Authorized Signature
Jennifer Uman
Print Name
Sr. Project Manager
Title
Date: 4/29/20

Hall Hardware
Print Name of Subcontractor/subconsultant
By: Thomas White
Authorized Signature
Thomas White
Print Name
President
Title
Date: April 29, 2020

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: SMC01
SOLICITATION/PROJECT NAME: PBI SMC01 Terminal 2nd Level Temperature and Humidity Issues Corrections Phase 1

Prime Contractor: The Morganti Group Subcontractor: Cooper Construction Mgmt & Consulting
(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☒ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 08/26/2017 - 08/25/2020

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

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Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Construction Mgmt Services				\$46,667.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$46,667.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

<u>n/a</u> Name of 2 nd /3 rd tier Subcontractor/subconsultant	Price or Percentage: <u>n/a</u>
---	---------------------------------

The Morganti Group
Print Name of Prime
By: [Signature]
Authorized Signature
Jennifer Uman
Print Name
Sr. Project Manager
Title
Date: 4-29-20

Cooper Construction Mgmt & Consulting
Print Name of Subcontractor/subconsultant
By: [Signature]
Authorized Signature
Jackie W. Cooper Jr.
Print Name
President
Title
Date: April 29, 2020

Revised 09/17/2019