

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 16, 2020

Consent       Regular  
 Workshop       Public Hearing

Submitted By: Department of Airports

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment No. 2 to the Construction Manager (CM) at Risk Contract (Contract) with The Morganti Group, Inc. (MGI) for CM at Risk Services for Miscellaneous Airport Improvements for Palm Beach County Department of Airports (Department) in the amount of \$434,700 and 130 Calendar Days for Work Order SMC 02: Wallis Road Drainage and Roadway Improvements Phase 1 at Palm Beach International Airport (PBI).

**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. 2 in the amount of \$434,700 and 130 Calendar Days will enable MGI to complete Work Order SMC 02: Wallis Road Drainage and Roadway Improvements Phase 1 at PBI. This project is phase 1 to complete the drainage improvements required for conveyance of drainage on Wallis Road and to support new development in this area. The project was presented to the Goal Setting Committee on January 15, 2020 and an Affirmative Procurement Initiatives (API's) of 20% Small Business Enterprise (SBE) participation was applied. The SBE participation on this project is 23.92%. **Countywide (AH)**

**Background and Justification:** This project is required under the Memorandum of Understanding (MOU) between Department of Engineering & Public Works and the Department of Airports regarding the design and construction of Wallis Road from Haverhill Road to Military Trail. The MOU was executed to support two new developments on Wallis Road; PODS Distribution Center and the Airport Logistics Park. Due to the financial impacts of the Covid-19 pandemic it was agreed between the two parties that the project could be constructed in phases. The first phase is to construct the drainage improvements necessary to replace the existing drainage conveyance that is impacted by the new developments. The scope also includes constructing the water quality detention pond required to support the roadway improvements to be constructed in the future second phase. Builder's Risk Insurance is not required for this scope of work.

**Attachments:**

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

Recommended By: *[Signature]* 5-12-20  
Department Director Date

Approved By: *[Signature]* 5/27/2020  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$434,700	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$434,700</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 A187-315 Object 6101  
 Reporting Category \_\_\_\_\_ (JM)


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

Approval of this item provides budget for Amendment No. 2 to the Contract with MGI in the amount of \$434,700.

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 5/18/2020  
 OFMB (CW) 5/14

 5/19/2020  
 Contract Dev. and Control  
 5/19/20 TW

**B. Legal Sufficiency:**

Anne Delgent 5-21-2020  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 11/17

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

Search

Home

Insured Tasks

View

Project Information

Project Information

red Name

Morganti Group, Inc. (DXC)

Morganti Group, Inc. (DOA 18-13)

ive Records Only

ance Search

Name: The Morganti Group, Inc.

Account Number: DX00000605

Address:

Status: Currently in Compliance.

Insured Tasks Admin Tools

w

Insured

Notes

History

Deficiencies

Coverages

Requirements

Contract Screen

d

it

p

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Contract Screen

Contract Information

Vendor Number	Contract Number	Contract Name	Description	Contract Value	Action
DX00000605	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:

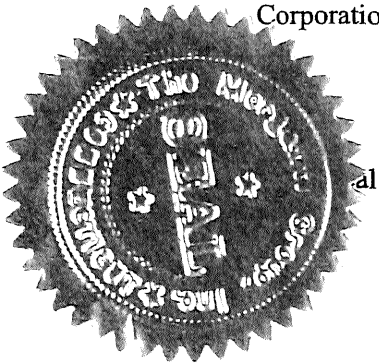
1. That Nabil Takla is the President of The Morganti Group, Inc., a Corporation organized and existing in good standing under the laws of the State of Connecticut, hereinafter referred to as the Corporation, and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 9<sup>th</sup> 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 18<sup>th</sup> day of July, 2019.



Nabil Takla  
(Signature)

[Signature]  
(Witness)

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

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



**AMENDMENT NO. 2 TO THE 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. 2 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, on June 2, 2020, the County entered into Amendment #1 (R-2020- ) with the CONSTRUCTION MANAGER 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 **\$ 434,700** for the construction costs for **Work Order SMC 02: Wallis Road Drainage & Roadway Improvements Phase 1.**  
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	100	\$1,000/ Cal Day
Final Completion	130	\$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: *Laura Beebe*  
Director of Airports

WITNESS:

FOR CONSTRUCTION MANAGER SIGNATURE

CONSTRUCTION MANAGER:

*Toni Cavazos*  
Signature

  
Signature

TONI CAVAZOS  
Name (type or print)

STEPHEN SINES  
Name (type or print)

VICE PRESIDENT OF OPERATIONS  
Title

(Corporate Seal)

# EXHIBIT A

**GMP dated 4/27/2020  
Construction Bond**

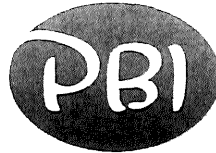


SMC02 Wallis Road  
Drainage & Roadway Improvements Phase 1

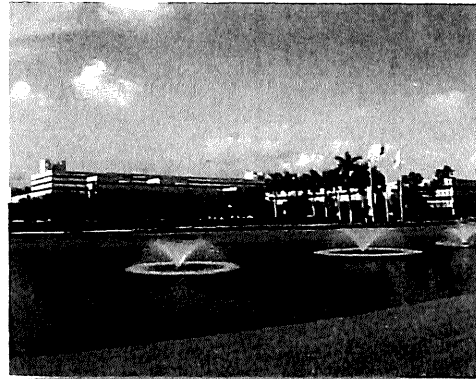
# Palm Beach County Department of Airports

- Guaranteed Maximum Price  
4/27/2020

Palm Beach  
INTERNATIONAL AIRPORT



**MORGANTI** **COOPER**  
A SOLID FOUNDATION CONSTRUCTION MANAGEMENT



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 VI

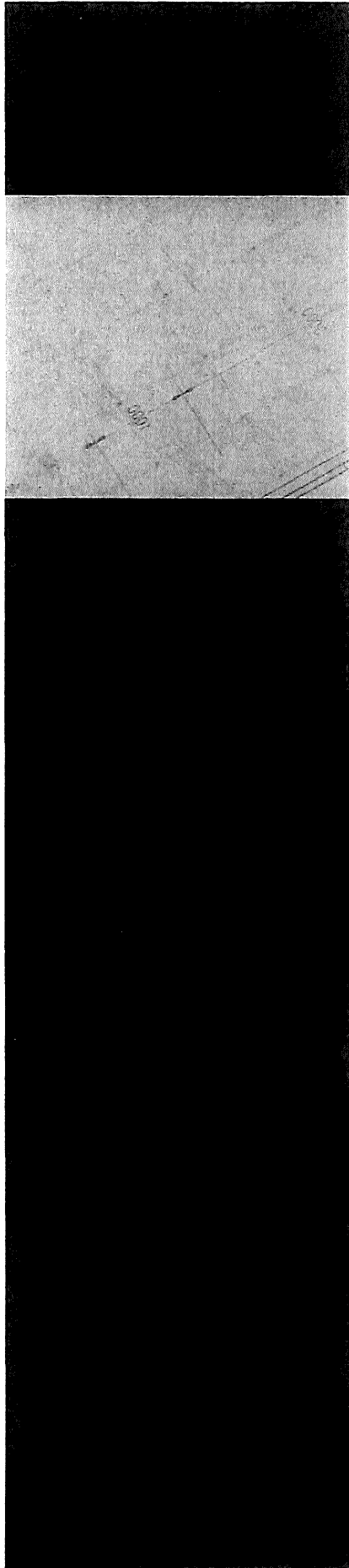
**Construction Schedule**

- A summary-level construction schedule in bar chart format.

SECTION VII

**Additional Preconstruction Services**

- A description of additional preconstruction services provided during this GMP effort.



SECTION I

# Guaranteed Maximum Price

**Palm Beach County Department of Airports**

**SMC02 Wallis Road Drainage and Roadway Improvement Phase 1**

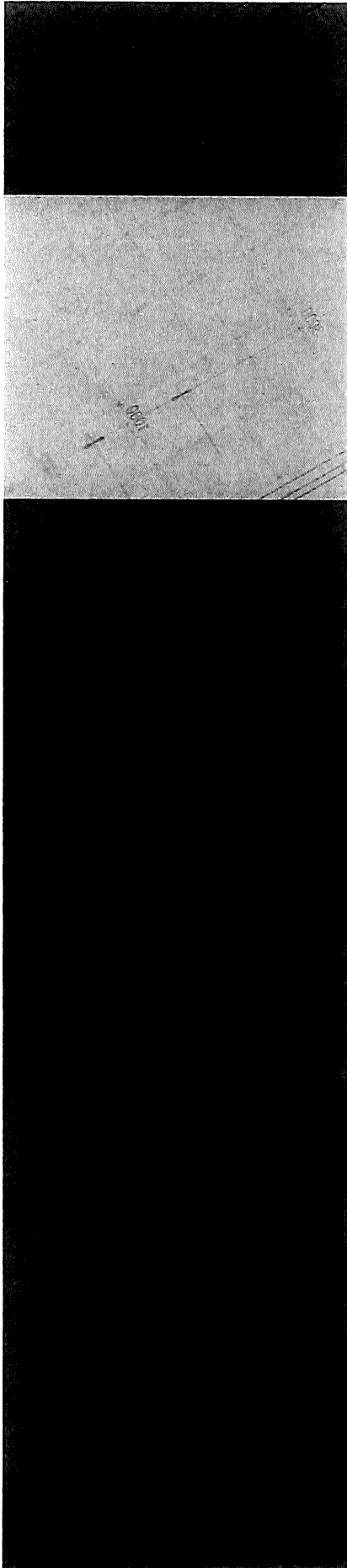
Date: April 27, 2020  
 Owner: Palm Beach County Department of Airports  
 CM: The Morganti Group, Inc.  
 Architect: Mock Roos



**Guaranteed Maximum Price**

Division	Description	Estimated Quantity	Unit	Guaranteed Max Price
01000	General Construction	1	ls	\$ 278,296
	Subtotal - Subcontractor Costs			\$ 278,296
	Reimbursable General Conditions	1	ls	\$ 6,440
	Subtotal			\$ 284,736
	General Liability Insurance	0.0080	ls	\$ 3,478
	Builder's Risk Insurance	0.0085	ls	
	Payment and Performance Bonds	0.0080	ls	\$ 3,478
	Subtotal			\$ 291,691
	Fee	5.0%	%	\$ 14,585
	Construction Staffing	1	ls	\$ 95,189
	Subtotal			\$ 401,465
	Construction Contingency		ls	\$ 20,000
	Subtotal			\$ 421,465
	Preconstruction Fee (incl Add'l Services)	0.0150	ls	\$ 13,235

**TOTAL GMP \$ 434,700**



SECTION II

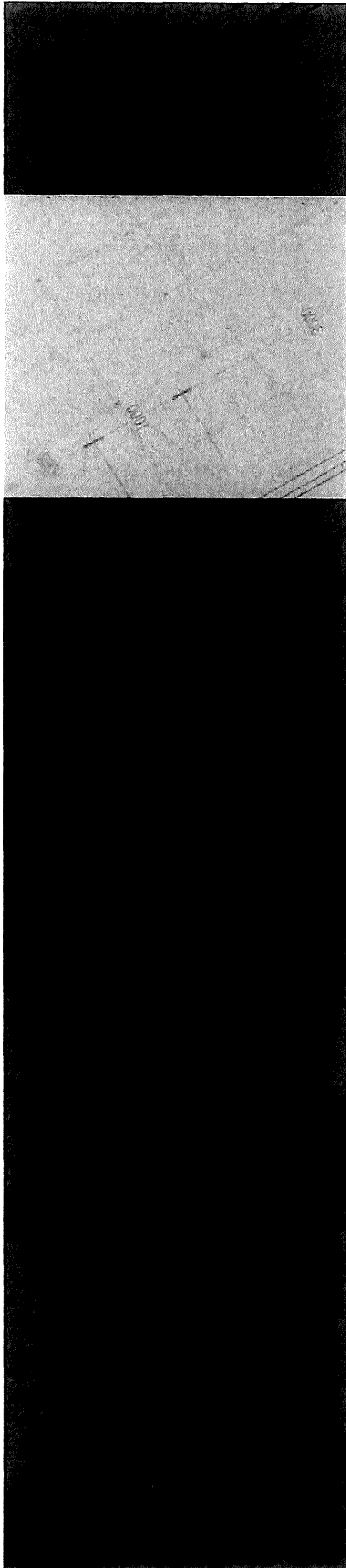
# Subcontractor Summary

Subcontractor Summary							
Bid Package	Description	Bidder	SBE Value	Amount of Proposal	Design Addendum Received	Budget	Amount Utilized in GMP
<b>DIVISION 01000 General Construction</b>							
1A	Earthwork	JW Cheatham	\$73,028	\$278,296	Ph1	N/A	\$278,296
<b>Subtotal:</b>							<b>\$278,296</b>

<b>SBE Subcontractor Total</b>	<b>\$73,028</b>	<b>11.66%</b>
SBE Cooper 15% of Staffing	\$ 14,894.00	11.75%
SBE Cooper 15% of Fee	\$ 2,187.68	0.51%
<b>SBE Total Dollars</b>	<b>\$90,110</b>	
<b>SBE Percentage of GMP (20% Req.)</b>	<b>23.92%</b>	

<b>Reimbursable General Conditions</b>	<b>\$ 6,440</b>
<b>GL Insurance</b>	<b>\$ 3,478</b>
<b>Builder's Risk Insurance</b>	<b>\$ -</b>
<b>Payment and Performance Bonds</b>	<b>\$ 3,478</b>
<b>Construction Staffing</b>	<b>\$ 95,189</b>
<b>Fee</b>	<b>\$ 14,585</b>
<b>Construction Contingency</b>	<b>\$ 20,000</b>
<b>Preconstruction Fee</b>	<b>\$ 13,235</b>
<b>Total GMP</b>	<b>\$434,700</b>

	<b>\$ 6,440</b>
	<b>\$ 3,478</b>
	<b>-</b>
	<b>\$ 3,478</b>
	<b>\$ 95,189</b>
	<b>\$ 14,585</b>
	<b>\$ 20,000</b>
	<b>\$ 13,235</b>
	<b>\$434,700</b>

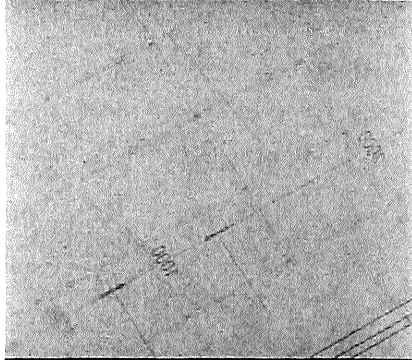
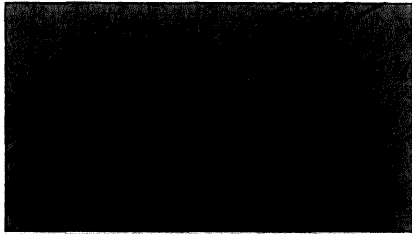


SECTION III  
**General Conditions**

Reimbursable General Conditions							
ITEM DESCRIPTION	Non Reimb Qty.	Reimb Qty.	Unit	Unit Cost	Non Reimb Subtotal	Reimb Subtotal	Comments
<b>TEMPORARY CONSTRUCTION</b>							
Temporary Job Fence / Rent - includes 1ea 24' D Swing Gate			lf.		\$ -	\$ -	
Temp. Access Roads - Temp. Compound (including restoration)			sy.		\$ -	\$ -	
Chemical Toilets - Contractor (2 units)		3	mo	230.00	\$ -	\$ 690	
Job Signs			ls.		\$ -	\$ -	
Barricades MOT			ls.	\$ 1,000.00	\$ -	\$ -	
Temporary Fire Protection		1	ls.	\$ 300.00	\$ -	\$ 300	
<b>CLEAN UP</b>							
20yd Dumpster		2	pull	550.00	\$ -	\$ 1,100	
						\$ -	
<b>PERMITS (Allowance)</b>			ls.		\$ -	\$ -	Owner Paid Expense
<b>SUPPLIES</b>							
Safety Supplies (NON PPE)		3	mo.	\$ 100.00	\$ -	\$ 300	
First Aid Supplies		3	mo.	\$ 100.00	\$ -	\$ 300	
Reproduction Expenses		2	set	\$ 250.00	\$ -	\$ 500	
As-Built Drawings		3	set	\$ 250.00	\$ -	\$ 750	
<b>UTILITIES</b>							
Generator - 56kw			mo.	\$ 718.75	\$ -	\$ -	
Generator Diesel			wk.	\$ 63.00	\$ -	\$ -	
Water Connection @ Offices			ea.	1,500.00	\$ -	\$ -	
3/4" Meter Assembly			ea.	3,458.70	\$ -	\$ -	
Temporary Water Fee			mo.	\$ 150.00	\$ -	\$ -	
<b>EQUIPMENT</b>							
Small Tools			ls	\$ 1,000.00		\$ -	
<b>MISC. REQUIREMENTS</b>							
Preconstruction Survey			ls	\$ 750.00		\$ -	
Project Signage		1	ls	\$ 1,000.00		\$ 1,000	
Coordination Plan Costs			ls	\$ 1,000.00	\$ -	\$ -	
Project Closeout		1	ls	\$ 1,500.00		\$ 1,500	

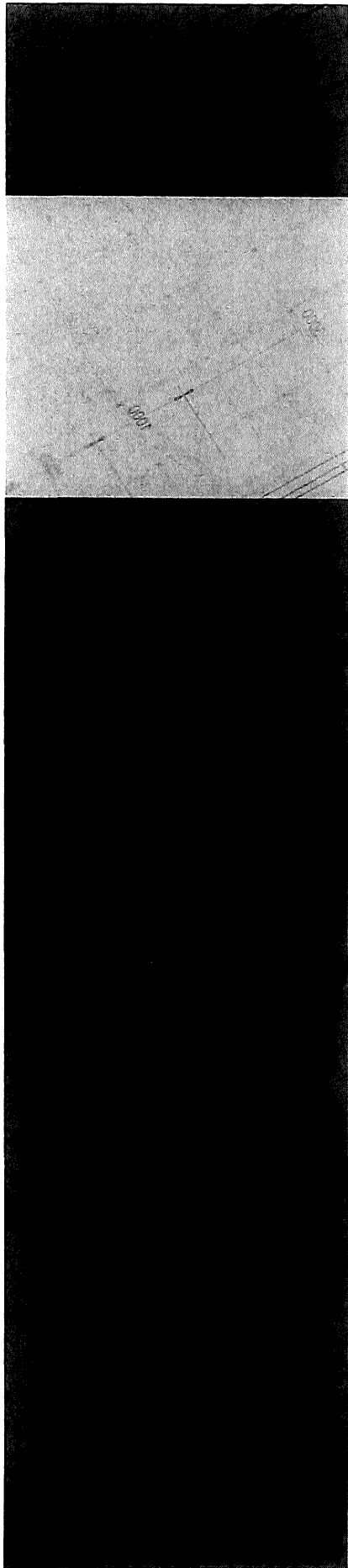
**SUB TOTAL REIMBURSEABLE GENERAL CONDITIONS \$ 6,440**





SECTION IV  
**Staffing**

Construction Staffing					
ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
<b>Construction Staff</b>					
1	Home Office Employees - Sines, McCarthy, Cavazos	0.10	3	\$ 21,150	\$ 6,345
2	Asst. Project Manager - (Cooper) Floyd Brooks	0.22	3	\$ 10,900	\$ 7,194
3	Lead Superintendent - Gregory Bellamy	0.25	3	\$ 17,400	\$ 13,050
4	Project Superintendent - Joe Mayhew	1.00	3.5	\$ 17,400	\$ 60,900
5	Project Coordinator - (TBD/Cooper)	0.25	3.5	\$ 8,800	\$ 7,700
SUBTOTAL					\$ 95,189
<b>TOTAL STAFF COSTS</b>					<b>\$ 95,189</b>



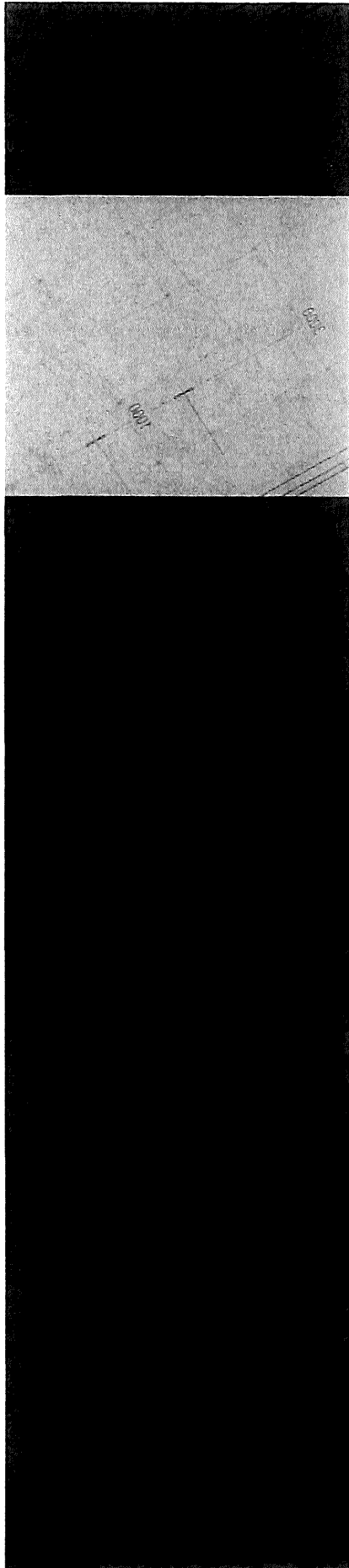
SECTION V

# Assumptions & Clarifications

**PBIA SMC02**  
**Wallis Rd. East of Haverhill Rd. to Military Trail**  
**Roadway & Drainage Improvements Phase 1**  
**Guaranteed Maximum Price (GMP)**  
**Clarifications & Assumptions**

- 1) The GMP includes the cost for surveying, maintenance of traffic, erosion control, clearing and grubbing, demolition, excavation, drainage, site grading, seeding and sod based on the Mock-Roos Consulting Engineers Revisions 4 and 5 (Phase 1) contract document set dated April 13, 2020 and April 23, 2020.
- 2) Substantial Completion will be within three (3) months of the date that the Department of Airports issues a Notice to Proceed. This schedule is contingent upon the relocation of existing utilities by others in order to allow proper access for the work of this contract to be performed.
- 3) 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.
- 4) The GMP is based on work during normal daytime hours.
- 5) 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.
- 6) The GMP includes NPDES requirements based on clearing for the retention area and drainage locations S-7, 8, 15, 16, 17, 18, and 19.
- 7) The GMP includes clearing and grubbing, demolition, grading, seeding and sodding only as required to complete the work associated with Phase 1.
- 8) Palm Beach County Living Wage rates are included.
- 9) Buy American requirements are excluded.
- 10) Certified payroll is excluded.
- 11) Builder's Risk insurance is excluded.
- 12) The required SBE percentage for the project is 20%. The total SBE presented in this GMP is 23.92%.

*Construction Management ■ General Contracting ■ Design Build ■ Project Management*

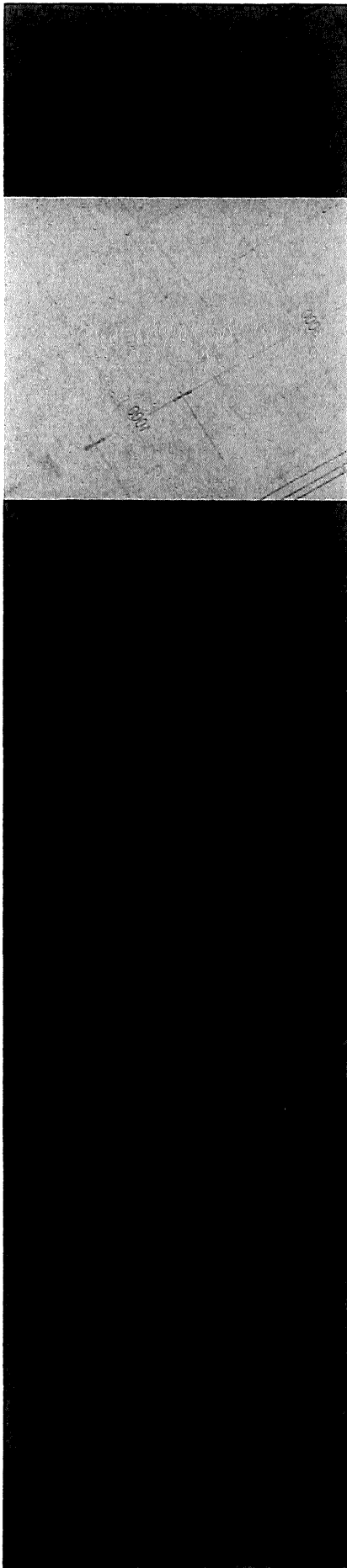


SECTION VI  
**Construction Schedule**

Activity ID	Activity Name	OD	RD	Start	Finish	2020											
						Qtr 2			Qtr 3			Qtr 4					
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
<b>SMC02 Wallis Road Drainage &amp; Roadway Improv Ph1</b>																	
<b>Phase 1 Construction</b>																	
A1010	Existing AT&T Utilities Relocated (By Others)	0	0	15-May-20*	◆ Existing AT&T Utilities Relocated (By Others)												
A0000	NTP	0	0	08-Jun-20*	◆ NTP												
A1000	Mobilization	3	3	08-Jun-20	■ Mobilization												
A1030	Submittals - Prepare/Approve/Procure	25	25	08-Jun-20	▬ Submittals - Prepare/Approve/Procure												
A1020	MOT Set-up	3	3	11-Jun-20	■ MOT Set-up												
A1360	Existing FP&L Utilities Relocated (By Others)	0	0	12-Jun-20*	◆ Existing FP&L Utilities Relocated (By Others)												
A1040	Erosion Control	3	3	16-Jun-20	■ Erosion Control												
A1050	Clearing and Grubbing	15	15	19-Jun-20	■ Clearing and Grubbing												
A1060	Construct Detention Area	20	20	10-Jul-20	■ Construct Detention Area												
A1110	New Drainage Installation - Phase 1	15	15	13-Jul-20	▬ New Drainage Installation - Phase 1												
A1120	Final Grade Detention Area and Swales	10	10	07-Aug-20	■ Final Grade Detention Area and Swales												
A1370	Sod and Seed	10	10	21-Aug-20	■ Sod and Seed												
A1270	Removal of MOT	2	2	04-Sep-20	■ Removal of MOT												
A1130	Phase 1 Construction Complete	0	0	08-Sep-20	◆ Phase 1 Construction Complete												
A1280	Roadway Open	0	0	08-Sep-20	◆ Roadway Open												
<b>Closeout</b>																	
A1310	Closeout Documentation	44	44	07-Aug-20	■ Closeout Documentation												
A1290	Substantial Completion	0	0	08-Sep-20*	◆ Substantial Completion												
A1240	Punch List Walk Thru	3	3	09-Sep-20	□ Punch List Walk Thru												
A1250	Resolution of Punch List Items	5	5	14-Sep-20	□ Resolution of Punch List Items												
A1260	Punch List Sign Off	2	2	21-Sep-20	□ Punch List Sign Off												
A1380	Removal of Erosion Control	2	2	23-Sep-20	□ Removal of Erosion Control												
A1320	Final Completion	0	0	08-Oct-20*	◆ Final Completion												

- ▬ Remaining Level of Effort
- Actual Work
- ▬ Remaining Work
- Critical Remaining Work
- ◆ Milestone

**Palm Beach International Airport**  
**SMC02 Wallis Road Drainage Roadway Improv Ph1**  
**GMP Schedule**



SECTION VII

# Additional Preconstruction Services

**PBIA SMC02**  
**Wallis Rd. East of Haverhill Rd. to Military Trail**  
**Roadway & Drainage Improvements Phase 1**  
**Guaranteed Maximum Price (GMP)**  
**Additional Preconstruction Services**

In addition to providing the Preconstruction Services prescribed in the master contract agreement for the original bid documents, the following additional preconstruction services were provided by The Morganti Group during this preconstruction effort:

1. Participated in weekly Owner-Architect-Contractor meetings throughout the development of the Phase 1 drawings, providing feedback on scope, presentation and bidding strategies
2. Revised bid documents to accommodate the revised Phase 1 scope
3. Revised project schedule to accommodate the revised Phase 1 scope
4. Reviewed revised bid documents
5. Developed revised GMP, including SBE schedules and Living Wage Certifications

*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**





April 28, 2020

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

**RE: SMC02 Wallis Road Drainage and Roadway Improvements Phase 1**  
**Contractor: The Morganti Group, Inc.**  
**Bond No.: 9347428**

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, 4<sup>th</sup> Floor  
Boston, MA 02110  
(617) 535-7200

Zurich American Insurance Company  
1299 Zurich Way, 5<sup>th</sup> 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 28th day of April, 2020



A handwritten signature in cursive script that reads "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](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 9347428

BOND AMOUNT Four Hundred Thirty Four Thousand Seven Hundred and 00/100 Dollars (\$434,700.00)

CONTRACT AMOUNT Four Hundred Thirty Four Thousand Seven Hundred and 00/100 Dollars (\$434,700.00)

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: SMC02 Wallis Road Drainage and Roadway Improvements Phase 1

PROJECT NUMBER: SMC02

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Modification of existing roadway drainage system.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: Palm Beach County International Airport  
Wallis Road, Sec 36, Town 42, RNG 43

Legal Description 00 42 43 36 170 00 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

Four Hundred Thirty Four Thousand Seven Hundred and 00/100 Dollars (\$434,700.00)  
(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: SMC02 Wallis Road Drainage and Roadway Improvements Phase 1  
Project No.: SMC02  
Project Description: Modification of existing roadway drainage system  
Project Location: Wallis Road, Sec 36, Town 42, RNG 43

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Mock Roos  
LOCATION OF FIRM: 5720 Corporate Way, West Palm Beach, Florida 33407  
PHONE: (561) 683-3113

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 SMC02 Wallis Road Drainage and Roadway Improvements 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

[Signature]  
Principal (Seal)

Deborah Cordova, Witness  
Print Name

Thamer Rushaidat, President & CEO  
Title  
Zurich American Insurance Company

Jean M. Feeney  
Witness

[Signature]  
Surety (Seal)

Jean M. Feeney, 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, 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."

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



A handwritten signature in cursive script that reads "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](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

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

REF DOC	SBE GOAL	DESCRIPTION	TIME (Cal Days) for Substantial	NTP	Substantial Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOWO CLOSED
SMC-01	18% with 4% MBE	Terminal Condensation Phase 1	190				\$1,383,500.00						June 2, 2020 Board		
SMC-02	20%	Walls Road Improvements	100				\$434,700.00						June 18, 2020 Board		
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													
Total								\$1,818,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Notes:  
 - Items out of project  
 - Items in Blue are draft

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

Document	Authority	
Task Order	Lead Dept	less than \$100,000
Task Order	CRC	\$100,000 <\$200,000
Amendment	BCC	> \$200,000

Approval Authority	CO Value	Authority	Cumulative Days	Authority
*Time	\$0-\$0,000	Lead Dept	0-30 days	Lead Dept
	\$50,001-\$100,000	CRC	31-90	CRC
	>\$100,001	BCC	120	BCC

Time Extensions In excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit  
 Cumulative Value - Revised as of 6/24/09  
 1 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

# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

**SOLICITATION/PROJECT/BID NAME:** SMC02 Wallis Rd Roadway and Drainage Improvements  
**NAME OF PRIME RESPONDENT/BIDDER:** The Morganti Group  
**CONTACT PERSON:** Jennifer Uman  
**SOLICITATION OPENING/SUBMITTAL DATE:** 4/24/20

**SOLICITATION/PROJECT/BID No.:** SMC02  
**ADDRESS:** 1450 Centrepark Blvd Suite 260, WPB Fl 33401  
**PHONE NO.:** 561-689-0200 **E-MAIL:** juman@morganti.com  
**DEPARTMENT:** 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 5)

Attachment No. 2

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. Belvedere Contracting 1003 Jupiter Park Ln Jupiter, FL 33458 561-747-6637	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$73,028.40	_____
2. JW Cheatham, LLC 7396 Westport Place West Palm Beach, FL 33413 561-471-4100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$205,267.60
3. The Morganti Group 1450 Centrepark Blvd, Suite 260 West Palm Beach, FL 33401 561-689-0200	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$139,322.00
4. Cooper Construction Mgmt 345 Hiatt Drive, Suite 140 Palm Beach Gardens, FL 33418 561-841-6150	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$17,082.00	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				<b>Total</b>	\$17,082.00	_____	\$73,028.40	\$344,589.60
<b>Total Bid Price \$</b> <u>\$434,700.00</u>				<b>Total SBE - M/WBE Participation</b> <u>\$90,110.40</u>				

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: SMC02  
 SOLICITATION/PROJECT NAME: SMC02 Wallis Road Drainage and Roadway Improvements Phase 1

Prime Contractor: The Morganti Group Subcontractor: JW Cheatham LLC

**(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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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: \_\_\_\_\_

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.

Belvedere Contracting Price or Percentage: \$73,028.40  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

The Morganti Group  
 Print Name of Prime  
 By: Jennifer Uman  
 Authorized Signature  
 Jennifer Uman  
 Print Name  
 Sr. Project Manager  
 Title  
 Date: 4/24/20

J. W. Cheatham, LLC  
 Print Name of Subcontractor/subconsultant  
 By: Tom Uhrig  
 Authorized Signature  
 Tom Uhrig  
 Print Name  
 President  
 Title  
 Date: 4/24/2020

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: 2019021  
 SOLICITATION/PROJECT NAME: Wallis Road

Prime Contractor: J.W. Cheatham, LLC Subcontractor: Belvedere Contracting Inc

(Check box(s) that apply)

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3/31/2020

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

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

**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
	<u>Drainage Items</u>				<u>73028.40</u>
	<u>14, 14A, 19, 20, 21, 31, 32</u>				

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: 73028.40

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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_

Price or Percentage: \_\_\_\_\_

J.W. Cheatham, LLC  
 Print Name of Prime

By: Tom Uhrig  
 Authorized Signature

Tom Uhrig  
 Print Name

President  
 Title

Date: 4/24/2020

Belvedere Contracting Inc  
 Print Name of Subcontractor/subconsultant

By: [Signature]  
 Authorized Signature

Brian Carver  
 Print Name

President  
 Title

Date: 4/24/2020

Revised 09/17/2019

***Palm Beach County  
Office of Equal Business Opportunity***

Certifies That

**Belvedere Contracting, Inc.**

Vendor #VC0000123486

*is a Small Business Enterprise as prescribed by section 2-80.20 – 2-80.40 of the Palm Beach  
County Code for a three year period from*

*March 31, 2020 to March 30, 2023*

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

**Construction, Pipe Culvert  
Construction, Pipeline  
Construction, Sewer and Storm Drain  
Construction, Utility/Underground Projects  
Construction, Water System/Plants, Main and Service Line**



**Allen F. Gray, Manager**

March 31, 2020



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor  
Robert S. Welroth, Vice Mayor  
Hal Valeche  
Gregg K. Weiss  
Mary Lou Berger  
Melissa McKinlay  
Mack Bernard

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: SMC02 Wallis Road Drainage and Roadway Improvements Phase 1

SOLICITATION/PROJECT NAME: SMC02

Prime Contractor: The Morganti Group Subcontractor: Cooper Construction Mgmt

**(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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	

**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.

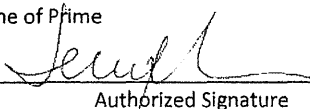
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Construction Management Services				\$17,082.00

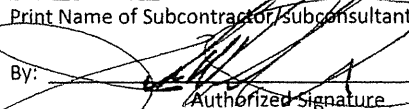
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$17,082.00

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/a Price or Percentage: n/a

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

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

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