

Memorandum



Date: January 20, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 7(J)(1)(J)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Retroactive Change Order No. 1 - Busway Extension to Florida City & U.S. 1
Reconstruction Segment I-North, Contract TA01-BWX-1N with Central Florida
Equipment Rentals

The attached retroactive Change Order No. One to the contract between Central Florida Equipment Rentals and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval.

CHANGE ORDER NO.: One

PROJECT NO.: TA01-BWX-1N

PROJECT NAME: Busway Extension to Florida City & U.S. 1 Reconstruction

PROJECT LOCATION: From S.W. 200th Street to S.W. 232nd Street along U.S. 1 and the Florida East Coast (FEC) railroad corridor

PROJECT DESCRIPTION: The Busway portion of the contract includes the construction of 2 ½ miles of roadway within the former FEC corridor, including drainage, a bicycle path, landscaping, lighting, traffic signals and bus shelters. The U.S. 1 portion of the contract includes the reconstruction of northbound and southbound lanes, including roadway, structural work, signage, pavement marking, lighting, signalization, and landscaping.

PRIME CONTRACTOR: Central Florida Equipment Rentals

COMPANY PRINCIPAL(S): James Baer, President
Robert Baer, Vice-President

COMPANY QUALIFIER: Robert Baer

LOCATION OF COMPANY: Miami, FL

YEARS IN BUSINESS: Twenty-five (25)

SUBCONTRACTOR: Anzac Contractors
Barreiro Concrete Corp.
Bob's Barricades
Fence Masters
General Asphalt Co., Inc.
Metro Engineering Contractors Inc.

DBE GOAL: 14%

GOAL ACHIEVED AT AWARD: 14%

ORIGINAL ESTIMATE: \$17,957,669.19

CONTRACT AMOUNT: \$19,712,644.50 (See attached bid tabulation)

PREVIOUS CHANGE ORDERS: N/A

CHANGE ORDER RECOMMENDATION: An increase of \$692,969.81 in the contract amount for Florida Department of Transportation (FDOT)-related quantity overruns and changes.

CLASSIFICATION OF CHANGE ORDER:

- Regulatory Change
- Other Agency Request Change
- Design Error Change
- Design Omission Change
- County Requested Change
- Unforeseen/Unforeseeable Change
- Other FDOT Related Changes

REVISED CONTRACT AMOUNT: \$20,405,614.31

PERCENTAGE OF INCREASE OR DECREASE PREVIOUS CHANGE ORDERS: N/A

PERCENTAGE OF INCREASE OR DECREASE THIS CHANGE ORDER: 3.52% increase in the contract amount

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JUSTIFICATION FOR
CHANGE ORDER:

This change order is necessary because of
FDOT related changes.

The FDOT related changes included the
revisions to the pay item quantities for roadway
base, milling asphalt pavement and Superpave
asphaltic concrete to reflect the actual
expended quantities. These adjustments to
the original quantities were a result of
miscalculations made by the FDOT design
engineers in their original bid estimates.

The cumulative total of this Change Order was
calculated as follows:

U.S. 1 PORTION

FDOT Related Changes:

1) Revise Item U2285-713 (CN #46) (Roadway base material)	\$61,638.78
2) Revise Item U2334-1-14 (CN #48) (Asphaltic concrete)	\$436,645.27
3) New bid item C.N. #47 – Milling additional asphaltic concrete (average depth 107 mm.)	\$60,160.44
4) New bid item C.N. #46 – Roadway base material (above 125% of original quantity)	<u>\$134,525.32</u>
	Total <u>\$692,969.81</u>

In addition to this Change Order, two
subsequent Change Orders will be presented
to the Board for approval. Change Order No. 2
will consist of additional variations in quantities
encountered as the project progresses;
Change Order No. 3 will be necessary to adjust
final quantities in order to close out the project.
The contract completion date is scheduled for
January, 2005. These Change Orders are not
being combined because it would cause
unnecessary delay of payment to the
contractor.

The draft copy of this Change Order was prepared on September 16, 2004, and routed to the MDT Project Control and Design & Engineering Divisions and the Assistant Director for their review and comments. Based on the comments received and after several revisions, the completed draft copy was sent to the County Attorney's Office for their preliminary legal review on September 21, 2004. On September 24, 2004, the originals of the Change Order were sent to the contractor for signature and execution. These originals were received from the contractor on October 7, 2004, and the required County signatures (MDT Chief, Construction; MDT Finance; MDT Assistant Director; MDT Director; Office of Strategic Business Management (OSBM)) were obtained on October 28, 2004.

MDT and FDOT staff discussed the additional costs incurred in this Change Order. In a meeting held on August 19, 2004, with MDT staff, FDOT staff agreed to reimburse the County for the additional costs related to quantity overruns. The Local Participation Agreement (LPA) will be revised to reflect the quantity overruns once the project is completed and the final quantities are determined.

ALLOWANCE ACCOUNT STATUS: Original Amount: \$415,000.00
Expended to date: \$127,357.04
Balance Remaining \$287,642.96

CONTRACT COMPLETION DATE: To remain as January 5, 2005

FUNDING SOURCE: Federal Transit Administration (FTA)
53.00% - \$10,780,868.85
FDOT 47.00% - \$9,624,745.46

APPROVED FOR LEGAL
SUFFICIENCY:



Bruce Libhaber
Assistant County Attorney

11/12/04
Date


Assistant County Manager

Date

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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 20, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(J)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(J)(1)(J)
01-20-05

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF
RETROACTIVE CHANGE ORDER NO. 1 TO CONTRACT
TA01-BWX-1N BETWEEN MIAMI-DADE COUNTY AND
CENTRAL FLORIDA EQUIPMENT RENTALS FOR AN
INCREASE OF \$692,969.81 IN THE CONTRACT AMOUNT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Change Order No. 1 to Contract TA01-BWX-1N between Miami-Dade County and Central Florida Equipment Rentals for an increase of \$692,969.81 in the contract amount in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler
Carlos A. Gimenez
Barbara J. Jordan
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.



By: _____
Deputy Clerk

Bruce Libhaber

CHANGE ORDER NO. 1

PROJECT NO. TA01-BWX-1N

DATE: September 24, 2004

PROJECT TITLE: Busway Extension to Florida City & US-1 Reconstruction (US-1 portion)

TO CONTRACTOR: Central Florida Equipment Rental 9030 N.W. 97th Terrace Medley, Florida 33178

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Perform change work as specified in Change Notice #46, #47, #48

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT	<u>\$19,712,644.50</u>
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED	<u>0</u>
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	<u>\$19,712,644.50</u>
COST OF CONSTRUCTION CHANGES THIS ORDER	<u>\$692,969.81</u>
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	<u>\$20,405,614.31</u>
PERCENT INCREASE IN COST THIS CHANGE ORDER	<u>3.52%</u>
TOTAL PERCENT INCREASE IN COST TO DATE	<u>3.52%</u>

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MOS

EXTENSION OF CONTRACT TIME ALLOWED BY THIS CHANGE 0 CALENDAR DAYS TO N/A
Date

CERTIFYING STATEMENT: *I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.*

[Signature]
SIGNATURE RESIDENT ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

Miami-Dade Transit
DEPARTMENT

MTBUS1PA3504
FUNDS BUDGETED CODE

[Signature]
MDT Finance CERTIFIED BY

ACCEPTED BY: *[Signature]*
Central Florida Equip. Rental
(COMPANY SEAL)

APPROVED *[Signature]* 10/25/04
BUDGET DIRECTOR

[Signature]
(SURETY SEAL) Travelers Casualty & Surety Company of America

DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED: *[Signature]* 10/1/04
CHIEF, TRANSIT CONSTRUCTION

By: _____
County Manager

APPROVED: *[Signature]* 10/18/04
ASST. DIRECTOR, PLANNING & DEVELOPMENT

APPROVED: *[Signature]*
DEPARTMENTAL DIRECTOR

ATTEST:
By: _____
Deputy Clerk

Prepare in Sets (6 copies). County Manager will forward all copies to Clerk of the Board. Clerk of the Board will make final distribution.

**MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

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PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
CONTRACTOR: Central Florida Equipment Rental

SUPPLEMENT

CONTRACT NO. TA01- BWX-1N

CHANGE ORDER NO. 1

Change Notice No. 46 - Increase the quantities for Base Optional (Base Group M13), Pay Item U2285-713

BACKGROUND

The Resident Engineer (R.E) performed a detailed review of the area computation for the roadway limerock base, Pay Item U2285-713, and determined that the actual quantity of limerock to be placed overran the original bid quantity. The original quantity had been estimated by the Florida Department of Transportation (FDOT) design engineer to be 10,239 sq. meters. The original area computations did not include the base under the curb and gutter, typically one (1) meter wide. In his letter dated February 2, 2004, the R.E. informed the FDOT Project Manager (P.M.) about this quantity increase. In a meeting held on August 19, 2004, the R.E. discussed this quantity increase with the FDOT P.M., who agreed that there was an error in the area computations prepared by the FDOT staff concerning this item. The actual quantity to be paid for is 16,338.89 sq. meters representing a 59.6% overrun. Paragraph B of Article 33, Increased or Decreased Quantities, of the General Conditions, states in part: "...The unit price to be re-negotiated shall be only for the quantity above 125% or below 75% of the original bid quantities..." Thus, 2,559.75 sq. meters of the above mentioned overrun (representing 25% of the original bid amount) shall be paid for at the original bid price of \$24.08 per sq. meter. The remaining 3,540.14 sq. meters of this overrun (representing 34.6% of the original amount), may be subject to negotiation.

SUMMARY OF NEGOTIATIONS

A meeting was held on August 5, 2004, between the R.E. and Central Florida Equipment Rental (CFER). In accordance with the above mentioned paragraph, the R.E. and the contractor agreed that the 2,559.75 sq. meters of the above mentioned overrun (representing 25% above the original bid amount) shall be paid for at the original bid price of \$24.08 per sq. meter. CFER claimed that the original source of material, Florida Rock and Sand, in Florida City had depleted its supply and therefore, was forced to seek other sources at substantially higher costs. As a result, CFER stated that the unit cost for the remaining 3,540.14 sq. meters (representing the quantity above the 125% amount) should be higher than the original bid price. After further discussion, the R.E. offered the Contractor a unit price of \$38.00 per sq. meter. Both parties agreed that this rate for the quantity above the 125% limit was fair and equitable. The contractor must be compensated for a total sum of \$196,164.10 (2,559.75 sq. meters @ \$24.08/sq. meter and 3,540.14 sq. meters @ \$38.00/sq. meter). The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their Local Agency Program (LAP) Supplemental Agreement to include the costs associated with this Change Notice.

Change Notice No. 47 – Provide payment for milling existing asphalt pavement (additional average 107 mm. deep over an area of 25,488 sq. meters)

BACKGROUND

The plans provide for milling of the existing asphalt at an average thickness of 60 mm to expose the existing concrete pavement in the southbound lanes. After the milling operations began, the contractor found that additional milling would be required to expose the existing concrete pavement. On January 16, 2004, the R.E.

**MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

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PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
CONTRACTOR: Central Florida Equipment Rental

SUPPLEMENT

CONTRACT NO. TA01- BWX-1N

CHANGE ORDER NO. 1

requested clarification concerning the depth of overlying asphalt to be milled from the Engineer of Record (E.O.R.), who indicated that the existing concrete had to be exposed. The R.E. directed the contractor to continue milling to expose the existing concrete. The additional average thickness of asphalt milled was about 107 mm. for a length of 2,360 meters of roadway, over an approximate area of 25,488 sq. meters. On February 23, 2004, the contractor submitted a request for additional compensation to cover the additional labor and equipment costs incurred to perform the additional milling. In his letter dated August 10, 2004, the R.E. informed the FDOT P.M. about this additional milling. In a meeting held on August 19, 2004, the R.E. further discussed the contractor's proposal with the FDOT P.M., who agreed that the contractor was entitled to additional compensation for the additional milling.

SUMMARY OF NEGOTIATIONS

The contractor submitted his Change Order Request (COR) #019 dated February 23, 2004, in the amount of \$65,518.34 for the above described work. The R.E. reviewed the contractor's proposal and found some discrepancies with the submittal. On July 21, 2004, the contractor submitted additional documentation showing that it took nearly twice as long to mill the asphalt to the required depth, and requested compensation in the revised amount of \$60,160.44. A meeting was held on August 10, 2004 to discuss this item. Both parties agreed this was a fair and equitable amount. The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their LAP Supplemental Agreement to include the costs associated with this Change Notice.

Change Notice No. 48 – Increase the quantities for Superpave Asphaltic Concrete (Traffic D), Pay Item U2334-1-14

BACKGROUND

The R.E. performed a detailed review of the area computation for the Superpave Asphaltic Concrete, Pay Item U2334-1-14, and determined that the actual quantity to be paid for overran the original bid quantity. The original quantity had been estimated by the FDOT design engineer to be 27,109 metric tons. Due to significant milling beyond the anticipated limit and in order to expose the existing concrete pavement, southbound U.S. 1 was surveyed after "Cracking and Reseating" and "Interlayer Membrane" work was completed. The required quantity of asphaltic concrete overbuild was then calculated based on the proposed finish grade and the actual elevations of existing concrete pavement. In his letter dated February 18, 2004, the R.E. informed the FDOT P.M. about this quantity increase. In a meeting held on August 19, 2004, the R.E. discussed this quantity increase with the FDOT P.M., who agreed that there had been an omission in the computations made by the FDOT staff concerning this item.

Paragraph B of Article 33, Increased or Decreased Quantities, of the General Conditions, states in part: "... The unit price to be re-negotiated shall be only for the quantity above 125% or below 75% of the original bid quantities ..." Thus, 6,777.25 metric tons of the above mentioned overrun (representing 25% of the original

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**MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
CONTRACTOR: Central Florida Equipment Rental

SUPPLEMENT

CONTRACT NO. TA01- BWX-1N

CHANGE ORDER NO. 1

bid amount) shall be paid for at the original bid price of \$62.89 per metric tons. The remaining 165.75 metric tons (representing the amount above the 125% limit) of this overrun may be subject to negotiation.

SUMMARY OF NEGOTIATIONS

A meeting was held on August 10, 2004 between the R.E. and CFER to discuss this item. In accordance with the above mentioned paragraph, both parties agreed that 6,777.25 metric tons shall be paid for at the original bid price of \$62.89 per metric ton. After further discussion, the R.E. then offered the contractor the original bid price of \$62.89 per metric ton for the remaining 165.75 metric tons since this amount was so close to the 125% limit. Both parties agreed that the amount was fair and equitable. As a result, the contractor must be compensated for a total of \$436,645.27 (6,943 metric tons x \$62.89 per metric ton). The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their LAP Supplemental Agreement to include the costs associated with this Change Notice.

Measurement and payment shall be as follows:

Revise Page 17 of 28 of the Original Bid Form as follows:

Pay Item	Description	Unit	Original Quantity	Revised Quantity	Change Quantity	Unit Price	Change Amount
U2285-713 (CN#46)	Base Optional (Base Group M13) (up to 125% of original)	M2	10,239	12,798.75	2559.75	\$24.08	\$61,638.78
U2334-1-14 (CN#48)	Superpave Asphaltic Concrete (Traffic D)	MT	27,109	34,052	6,943	\$62.89	\$436,645.27

**MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction

SUPPLEMENT

CONTRACT NO. TA01- BWX-1N

CONTRACTOR: Central Florida Equipment Rental

CHANGE ORDER NO. 1

Add the following new item to page 22 of 28 of the Original Bid form as follows:

Pay Item	Description	Unit	Original Quantity	Revised Quantity	Change Quantity	Unit Price	Change Amount
C.O. #1 (CN#47)	Milling Existing Asphalt Pavement (additional average of 107 mm. deep over an area of 25,488 sq. meters)	LS	0	1	1	\$60,160.44	\$60,160.44
C.O. #1 (CN# 46)	Base Optional (Base Group M13) (above the 125% limit)	M2	0	3,540.14	3,540.14	\$38.00	\$134,525.32

Total	\$692,969.81
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The terms and conditions of this change order and receipt by the contractor of the sum stipulated in this change order shall constitute a full accord and satisfaction by the contractor for all direct and indirect costs and time of performance related to the services and materials described and/or referenced herein, and for any claims the contractor has or may discover it had for acts or omissions of the County or the County's agents preceding the date the contractor executes this change order.

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**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Charles D. Nielson, Charles J. Nielson, Laura Lee Clymer, Mary C. Aceves, Warren M. Alter, David R. Hoover,** of Miami Lakes, Florida, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

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IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 12th day of July, 2004.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 12th day of July, 2004 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault

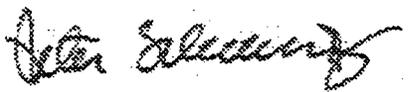
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 24th day of September, 2004.



By 
Peter Schwartz
Senior Vice President

SUMMARY BID TABULATION

BUSWAY EXTENSION TO FLORIDA CITY AND US-1 RECONSTRUCTION SEGMENT 1 NORTH
 CONTRACT NO. TA01-BWX-1N
 BID OPENING - DECEMBER 18, 2002

	BUSWAY			US-1 RECONSTRUCTION			TOTALS					
	Original Engineer's Estimate (1)	Latest Engineer's Estimate (2)	Bid (3)	Difference (2) - (3)	Original Engineer's Estimate (4)	* Latest Engineer's Estimate (5)	Bid (6)	Difference (5) - (6)	Original Engineer's Estimate (7)	* Latest Engineer's Estimate (8)	Bid (9)	Difference (7) - (9)
Central Florida Equipment Rentals	9,187,530.00	9,517,104.50	10,781,152.92	(1,264,048.42)	8,718,710.00	8,440,564.69	8,931,775.65	(491,210.96)	17,906,240	17,957,669	19,712,928.57	(1,806,688.57)
APAC - Florida, Inc	9,187,530.00	9,517,104.50	10,455,243.22	(938,138.72)	8,718,710.00	8,440,564.69	9,458,581.35	(1,018,016.66)	17,906,240	17,957,669	19,913,824.57	(2,007,584.57)
Community Asphalt Corp.	9,187,530.00	9,517,104.50	10,784,119.50	(1,267,015.00)	8,718,710.00	8,440,564.69	10,343,548.39	(1,902,983.70)	17,906,240	17,957,669	21,127,667.89	(3,221,427.89)

NOTES:

- 1) Original Busway Engineer's Estimate is based on a Corradino Estimate received by MDT on 08/08/02
- 2) Latest Busway Engineer's Estimate is based on a Corradino Estimate received by MDT on 12/05/02
- 3) Original US-1 Engineer's Estimate is based on the FDOT Estimate that appears on the LAP Agreement approved on 9/18/02 including an Allowance Account of \$415,100.
- 4) FDOT US-1 Engineer's Estimate from FDOT 1/07/03
- 5) Request to Advertise, approved by the County Manager on 10/09/02, in the total amount of \$17,906,240, was based on the Original Busway Engineer's Estimate and FDOT's US-1 LAP Agreement approved on 9/18/02. The Bid Form which is part of the Bid Documents, was prepared based on the Latest Busway and Latest US-1 Pay Item take-off by FDOT, received by MDT on 1/07/03.
- 6) The Bids are being compared to the Latest Busway and Original US-1 Engineer's Estimates.
- 7) The LAP Agreement amount will be increased by \$213,542.78