

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** January 24, 2006

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

Agenda Item No. 8(A)(1)(G)

**From:** George M. Burgess  
County Manager



**Subject:** Change Orders Nos. MDAD-1 to North Terminal Development Contracts:  
1) A-B Infill Demolition, Contract No. MIA-747A, Carivon Construction Company;  
2) A-B Infill Pre-Demolition, Contract No. MIA-747D, Crompton Construction Company  
3) C-D Infill Ramp Finish-Out, Contract No. MIA-739G, Crompton Construction Company;  
4) C-D Infill PDS & CCTV, Contract No. MIA-737H, DATO Electric;  
5) Special Projects Relocation, Contract No. MIA-776N-1, DODEC, Inc.;  
6) C-D PDS, Contract No. MIA-775B, Dynalectric;  
7) D-Extension PDS, Contract No. MIA-775A1, Dynalectric;  
8) Marks Brothers, Inc. (A-B Apron, Contract No. MIA-732B); and  
9) Paint Shop, Locksmith & K-9, Contract No. MIA-776N-4, Trintec Construction, Inc.

## RECOMMENDATION

It is recommended that the Board approve the attached nine change orders, all labeled Change Order No. MDAD-1, to the subject contracts, as detailed on Attachment 1. In order to ensure timely continuation of these North Terminal Development projects, it is further recommended that the Board waive the requirements of Resolution R-377-04 pertaining to the effective date of the change orders as being in the best interest of the County.

## BACKGROUND

The subject North Terminal Development (NTD) contracts were assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines (American) and the County. Standard County construction contracts typically include allowance accounts to provide a mechanism for which changes in the work can be expeditiously authorized by the Department in order to mitigate contractor delays when unforeseen conditions are encountered or other changes are required. The contracts as assigned by American to the County do not have such a capability. However, these projects all have an immediate need to have changed work authorized to avoid or otherwise mitigate delays. Therefore, it is in the County's best interest to have such allowance accounts included in these contracts. The change order to each of these contracts adds the contractual language to establish allowance accounts and work orders (the mechanism to authorize changed work), and the funding for the allowance accounts. In addition, these change orders incorporate language that authorizes the Aviation Director to execute work orders under each allowance account as is currently done with county contracts.

Adding these allowance accounts does not change either the NTD authorized budget amount of \$1.9 billion or the budget for any of the individual projects therein. Each project has, as part of its budget, an amount of money allocated for contingencies. These change orders provide the contractual authority for the authorization of the work and the expenditure of those budgeted funds. It should also be noted that in all instances the contractors have no entitlement to this money unless the County authorizes changes to the work via work order, and any unused allowance account funds will be credited to the County when the contract is closed-out. Usage of the allowance account funds will be communicated to the Board through the NTD status report presented monthly to the Regional Transportation Committee.

Additionally, on one contract, Crompton Construction Company (C-D Infill Ramp Finish-Out, Project No. 739G), an additional scope of work is being added that will allow Crompton to serve as a central point of notification in the event of any unscheduled interruptions of service during any construction activity on the NTD. Crompton will perform corrective work under the guidance of the County if no other agency is responsible or available for handling the corrective work as such events may be extremely time sensitive and require immediate action. This type of system was initially developed in coordination with and managed by the Turner-Austin Airport Team (TAAT) under its contract with American. In some instances, TAAT would take the corrective action with its own personnel. When the County assumed the NTD program from American, the American contract with TAAT was not assumed by the County and was terminated effective July 27, 2005. Because of this, there was no longer a central point for coordination of emergency notifications. Miami-Dade Aviation Department (MDAD) has been able to negotiate with Crompton Construction Company to perform this coordination service and to perform, where appropriate, the corrective action.

Finally, a second change order for each of these contracts will be forthcoming. This change order will add contractual language to bring these contracts into closer conformance with standard MDAD and County procedures, such as having the contracts governed by Florida law rather than Texas law and including Inspector General Clauses.

<b>CHANGE ORDER NO.:</b>	MDAD-1 (all)
<b>PROJECT:</b>	Various (See Attachment 1)
<b>PROJECT NO.:</b>	Various (See Attachment 1)
<b>PROJECT LOCATION:</b>	Miami International Airport
<b>PROJECT DESCRIPTION:</b>	All projects are part of the North Terminal Development Program.
<b>PRIME CONTRACTOR:</b>	See Attachment 1
<b>CONTRACTOR PERFORMANCE:</b>	See Attachment 1
<b>CSBE MEASURE AT AWARD:</b>	See Attachment 1
<b>CURRENT CSBE STATUS:</b>	See Attachment 1
<b>ORIGINAL CONTRACT AMOUNT:</b>	See Attachment 1
<b>CHANGE ORDER RECOMMENDATION:</b>	See Attachment 1
<b>CLASSIFICATION FOR CHANGE ORDER:</b>	<input type="checkbox"/> Regulatory Change <input type="checkbox"/> Other Agency Request Change <input type="checkbox"/> Design Errors Change <input type="checkbox"/> Design Omission Change <input checked="" type="checkbox"/> County Requested Change <input type="checkbox"/> Unforeseen/Unforeseeable Change <input type="checkbox"/> Other

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**ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:** See Attachment 1

**PERCENT OF INCREASE OR DECREASE OF THIS CHANGE ORDER FROM ORIGINAL CONTRACT AMOUNT:** See Attachment 1

**CONTRACT COMPLETION DATE:** See Attachment 1

**USING AGENCY:** Miami-Dade Aviation Department

**FUNDING SOURCE:** Airport Revenue Bonds

**DBD REVIEW:** Yes

**PROJECT MANAGER** Preston Ross, North Terminal Program Manager

**APPROVED AS TO LEGAL SUFFICIENCY:** Yes



Deputy County Manager



# MEMORANDUM

(Revised)

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

**DATE:** January 24, 2006

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(A)(1)(G)

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

Approved \_\_\_\_\_ Mayor Agenda Item No. 8(A)(1)(G)  
Veto \_\_\_\_\_ 01-24-06  
Override \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

**RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECT AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING EXECUTION OF CHANGE ORDER NO. MDAD-1 TO ADD ALLOWANCE ACCOUNTS AND RELATED CONTRACT LANGUAGE TO NORTH TERMINAL DEVELOPMENT CONTRACTS WITH CARIVON CONSTRUCTION COMPANY (A-B INFILL DEMOLITION, CONTRACT NO. MIA-747A); CROMPTON CONSTRUCTION COMPANY (A-B INFILL PRE-DEMOLITION, CONTRACT NO. MIA-747D, AND C-D INFILL RAMP FINISH-OUT, CONTRACT NO. MIA-739G); DATO ELECTRIC (C-D INFILL PDS & CCTV, CONTRACT NO. MIA-737H); DODEC, INC. (SPECIAL PROJECTS RELOCATION, CONTRACT NO. MIA-776N-1); DYNALECTRIC (C-D PDS, CONTRACT NO. MIA-775B, AND D-EXTENSION PDS, CONTRACT NO. MIA-775A1); MARKS BROTHERS, INC. (A-B APRON, CONTRACT NO. MIA-732B); AND TRINTEC CONSTRUCTION, INC. (PAINT SHOP, LOCKSMITH & K-9, CONTRACT NO. MIA-776N-4), AUTHORIZING AVIATION DIRECTOR OR DESIGNEE TO EXECUTE WORK ORDERS UNDER EACH ALLOWANCE ACCOUNT, AND AUTHORIZING COUNTY MANAGER OR DESIGNEE TO EXERCISE CANCELLATION OR TERMINATION PROVISIONS THEREOF**

**WHEREAS,** this Board desires to accomplish the purposes outlined in the accompanying memorandum and change orders, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** this Board

1. Authorizes the County Manager to execute Change Order No. MDAD 1 to the following contracts at Miami International Airport, in substantially the form attached hereto and made a part hereof: Carivon Construction Company (A-B Infill Demolition,

Contract No. MIA-747A); Crompton Construction Company (A-B Infill Pre-Demolition, Contract No. MIA-747D, and C-D Infill Ramp Finish-Out, Contract No. MIA-739G); Dato Electric (C-D Infill PDS & CCTV, Contract No. MIA-737H); Dodec, Inc. (Special Projects Relocation, Contract No. MIA-776N-1); Dynalectric (C-D PDS, Contract No. MIA-775B, and D-Extension PDS, Contract No. MIA-775A1); Marks Brothers, Inc. (A-B Apron, Contract No. MIA-732B); and Trintec Construction, Inc. (Paint Shop, Locksmith & K-9, Contract No. MIA-776N-4); all in the amounts set forth in the attached memorandum; and

2. Authorizes the Aviation Director or his designee to execute work orders under each allowance account; and

3. Authorizes the County Manager or his designee to exercise termination or cancellation provisions of each of these contracts.

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
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January, 2006. 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

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

Approved by County Attorney as  
to form and legal sufficiency.

RAP

Rafael A. Paz

# ATTACHMENT 1

## CHANGE ORDER NO. 1 JUSTIFICATION INFORMATION FOR NORTH TERMINAL DEVELOPMENT CONTRACTS

Project	Contract No.	Contractor	CSBE Measure at Award	Current CSBE Status	Original Contract	AA Change Orders	Contract as Assigned to County	MDAD Change Order Amount	Adjusted Contract Amount Including This Change Order	% of Increase or Decrease of This Change Order from Assigned Contract Amount	American's Existing Contract Completion Date (Assumed by the County)
A-B Infill Demolition	MIA-747A	Carvon Construction Co.	33.72%	81%	\$4,839,000	\$523,218	\$5,362,218	\$377,407	\$5,739,625	7.0%	01/01/05
C-D Infill Ramp Finish-Out	MIA-739G	Crompton Construction Company	29%	26%	\$4,539,000	\$738,632	\$5,277,632	\$420,263	\$5,697,895	8.0%	12/13/03
A-B Infill Pre-Demolition	MIA-747D	Crompton Construction Company	21.30%	11%	\$10,579,000	\$450,443	\$11,029,443	\$460,000	\$11,489,443	4.2%	10/01/05
C-D Infill PDS & CCTV	MIA-737H	DATO Electric	25%	0%	\$1,907,503	\$84,787	\$1,992,290	\$164,232	\$2,156,522	8.2%	10/13/05
Special Projects Relocation	MIA-776N-1	DODEC, Inc.	100%	34%	\$447,938	\$0	\$447,938	\$44,794	\$492,732	10.0%	05/19/05
D-Extension PDS	MIA-775A1	Dynalectric	19%	18%	\$2,095,000	\$484,310	\$2,587,027	\$257,931	\$2,844,958	10.0%	06/19/03
C-D PDS	MIA-775B	Dynalectric	21%	0%	\$2,570,000	\$259,616	\$2,829,616	\$282,962	\$3,112,578	10.0%	11/15/07
A-B Apron	MIA-732B	Marks Brothers, Inc.	30%	19%	\$8,987,914	\$211,896	\$9,199,809	\$460,000	\$9,659,809	5.0%	07/03/06
Paint Shop, Locksmith & K-9	MIA-776N-4	Trintec Construction Inc.	100%	60%	\$487,922	\$1,550	\$489,472	\$47,242	\$536,714	9.7%	05/26/05

Project	Contract No.	Project Manager	Contractor
A-B Infill Demolition	MIA-747A	Javier Ordiers	Carvon Construction Co.
C-D Infill Ramp Finish-Out	MIA-739G	Ed Neal	Crompton Construction Company
A-B Infill Pre-Demolition	MIA-747D	Javier Ordiers	Crompton Construction Company
C-D Infill PDS & CCTV	MIA-737H	Mike Adams	DATO Electric
Special Projects Relocation	MIA-776N-1	Rick Waters	DODEC, Inc.
D-Extension PDS	MIA-775A1	Mike Adams	Dynalectric
C-D PDS	MIA-775B	Mike Adams	Dynalectric
A-B Apron	MIA-732B	Rick Waters	Marks Brothers, Inc.
Paint Shop, Locksmith & K-9	MIA-776N-4	Rick Waters	Trintec Construction Inc.

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# MIAMI - DADE COUNTY CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-747A

DATE: 8/1/05

PROJECT NAME: A-B Infill Demolition

TO CONTRACTOR: Carivon Construction Co.

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add Articles 2.24, 2.25, 2.26 and 7.6, as shown on page 2, adding provisions for Allowance Accounts and Work Orders and a definition of Owner. JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0
2	Add General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$377,407

### SUMMARY OF CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT .....	\$5,362,248 <i>217,411</i>
<b>REASON FOR CHANGE:</b>	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED .....	\$-0-
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER .....	\$5,362,248 <i>217,411</i>
Other Agency Requested Change	<b>COST OF CONSTRUCTION CHANGES THIS ORDER.....</b>	<b>\$377,407</b>
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER.....	\$5,739,625 <i>624,411</i>
Design Omission Change	PERCENT INCREASE, THIS CHANGE ORDER .....	7.0%
<input checked="" type="checkbox"/> County Requested Change	TOTAL PER CENT INCREASE TO DATE.....	7.0%

**EXTENSION OF TIME ALLOWED BY THIS CHANGE 0 CALENDAR DAYS TO 01/01/05**

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY
ACCEPTED BY: _____ <i>[Signature]</i> Great American Insurance Company Michael Bonet SURETY	CONTRACTOR	APPROVED: _____ BUDGET DIRECTOR DADE COUNTY, Florida By its BOARD OF COUNTY COMMISSIONERS
RECOMMENDED: _____ PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER <i>[Signature]</i> Agent	Attorney-In-Fact & FL Resident	County Manager
APPROVED: _____ HNTB CONSULTING ENGINEERS <i>[Signature]</i> DEPARTMENTAL DIRECTOR	DEPT. BUSINESS DEVELOPMENT	DATE
APPROVED: _____ <i>[Signature]</i> DEPUTY DIRECTOR		By: _____ Deputy Clerk

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contracts Administration

APPROVED: \_\_\_\_\_  
DEPUTY DIRECTOR

APPROVED: \_\_\_\_\_  
DEPUTY COUNTY MANAGER

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-747A

**DATE:** 8/1/05

**PROJECT NAME:** A-B Infill Demolition

**TO CONTRACTOR:** Carivon Construction Co.

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**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.24, 2.25, 2.26 and 7.6, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.24 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.25 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.26 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.6 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-747A

**DATE:** 8/1/05

**PROJECT NAME:** A-B Infill Demolition

**TO CONTRACTOR:** Carivon Construction Co.

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- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
- (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item converts existing project contingency funds currently included in the North Terminal Development Program budget into a project specific General Allowance Account.

**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

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FLORIDA DEPARTMENT OF INSURANCE



MICHAEL ANTHONY BONET  
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*Michael Bonet*  
 SIGNATURE

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**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than ONE

No. 0 **18051**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHAEL BONET	MIAMI LAKES, FLORIDA	UNLIMITED

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of JANUARY, 2004  
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 3RD day of JANUARY, 2004, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of August, 2005

CO # MDAD-1  
Project No. MIA-747A  
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# MIAMI - DADE COUNTY CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-739G

DATE: 8/1/05

PROJECT NAME: C-D Infill Ramp Finish-Out

TO CONTRACTOR: Crompton Construction Company

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add Articles 2.24, 2.25, 2.26 and 7.6, as shown on page 2, adding provisions for Allowance Accounts and Work Orders and a definition of Owner. JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0
2	Add General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$420,263

### SUMMARY OF CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT .....	\$ 5,277,632 <b>631.59</b> <i>me</i>
<b>REASON FOR CHANGE:</b>	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED .....	\$-0-
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER .....	\$ 5,277,632 <b>631.59</b> <i>me</i>
Other Agency Requested Change	<b>COST OF CONSTRUCTION CHANGES THIS ORDER</b> .....	\$420,263
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER .....	\$5,697,895 <b>874.59</b> <i>me</i>
Design Omission Change	PERCENT INCREASE, THIS CHANGE ORDER .....	8.0%
<input checked="" type="checkbox"/> County Requested Change	TOTAL PER CENT INCREASE TO DATE .....	8.0%
	<b>EXTENSION OF TIME ALLOWED BY THIS CHANGE</b> <u>0</u> CALENDAR DAYS TO <u>12/13/03</u>	

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 CONSULTING ARCHITECT OR ENGINEER

#### TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNBS BUDGETED CODE	CERTIFIED BY
ACCEPTED BY: <i>[Signature]</i> CONTRACTOR	APPROVED: _____ BUDGET DIRECTOR DADE COUNTY, Florida By its BOARD OF COUNTY COMMISSIONERS	
RECOMMENDED: <i>[Signature]</i> PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER	By: _____ County Manager	DATE
APPROVED: <i>[Signature]</i> HNTB CONSULTING ENGINEER DEPT. BUSINESS DEVELOPMENT	ATTEST: _____	
APPROVED: <i>[Signature]</i> DEPARTMENTAL DIRECTOR	By: _____ Deputy Clerk	

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contracts Administration

APPROVED: \_\_\_\_\_  
DEPUTY DIRECTOR

APPROVED: \_\_\_\_\_  
DEPUTY COUNTY MANAGER

14

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-739G

**DATE:** 8/1/05

**PROJECT NAME:** C-D Infill Ramp Finish-Out

**TO CONTRACTOR:** Crompton Construction Company

---

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
3	Add Code "C" work scope as shown on page 3 JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0

**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.24, 2.25, 2.26 and 7.6, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.24 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.25 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.26 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.6 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-739G

**DATE:** 8/1/05

**PROJECT NAME:** C-D Infill Ramp Finish-Out

**TO CONTRACTOR:** Crompton Construction Company

- 
- (c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).
  - (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
  - (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
  - (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
  - (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item converts existing project contingency funds currently included in the North Terminal Development Program budget into a project specific General Allowance Account.

**ITEM 3:** Add Code "C" work scope as follows:

The Contractor shall perform Code "C" emergency notification services as described in the Recovery Team Manual, incorporated herein and made a part hereof by reference, upon issuance of a Work Order and for the cost and duration as specified in the Work Order. The Contractor shall also perform, when directed by the Owner through separate Work Orders, minor construction and other corrective services as necessary to maintain services in the event of a Code "C" event.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-739G

**DATE:** 8/1/05

**PROJECT NAME:** C-D Infill Ramp Finish-Out

**TO CONTRACTOR:** Crompton Construction Company

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Code "C" work is corrective work needed in the event of any unscheduled interruptions of service during any construction activity on the North Terminal Development (NTD) program. This work is extremely time sensitive and incorporates a single point notification system. The system was set up to notify the proper people who would take corrective action when a construction activity caused a serious problem to an airport activity. The system was initially developed in coordination with and managed by the Turner-Austin Airport Team (TAAT). In some instances, TAAT would take the corrective action with its own forces.

When the County assumed the NTD program from American Airlines (American), the American contract with TAAT was not assumed by the County and was terminated effective July 27,2005. Because of this, there was no longer a central point for coordination of emergency notifications. However, MDAD has been able to negotiate with Crompton Construction Company, whose NTD contract was assumed by the County, to perform this coordination service and to perform, where appropriate, the corrective action. This Change Order incorporates the Code "C" notification services into the Crompton Construction Company contract. A Work Order will be issued to Crompton to perform the emergency notification service and any corrective work will be authorized by separate Work Order on an as needed basis

**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

739G/747D CROMPTON CONSTRUCTION

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBERT HOLCOMB BENSON

License Number 049547

Life & Health  
General Lines (Prop. & Cas.)



RESIDENT  
LICENSE



This Licensee must have an active appointment with the insurer, and/or broker, for which products or services are being marketed. See reverse for additional requirements. The Florida Community College System is Esposito's subcontractor for the fulfillment of its contract with the Florida Department of Financial Services.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-4  
 690 ASYLUM AVENUE  
 HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-222553

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

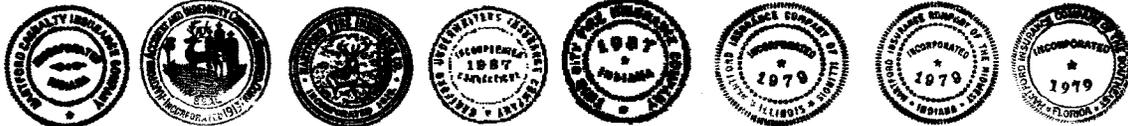
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited :**

*R.H. Benson*  
 of  
 North Miami, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, and any and all Surety Bonds and any and all consents required by the Florida Department of Transportation incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*David T. Akers*

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

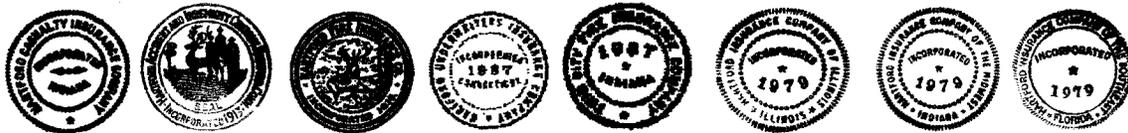
*Scott E. Paseka*

Scott E. Paseka  
 Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 1, 2005.

Signed and sealed at the City of Hartford.



*Gary W. Stumpp*

Gary W. Stumpp, Assistant Vice President

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

RECEIVED  
COUNTY BUSINESS DEV.  
2005 SEP 22 PM 12:42

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-747D

DATE: 8/1/05

PROJECT NAME: A-B Infill Pre-Demolition

TO CONTRACTOR: Crompton Construction Company

747D

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add Articles 2.27, 2.28, 2.29 and 7.9, as shown on page 2, adding provisions for Allowance Accounts and Work Orders and a definition of Owner. JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0
2	Add General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$460,000

**SUMMARY OF CONTRACT AMOUNT**

<b>REASON FOR CHANGE:</b>	<b>ORIGINAL CONTRACT AMOUNT</b> .....	\$11,029,443. <i>35 me</i>
Regulatory Change	<b>COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED</b> .....	\$-0-
Other Agency Requested Change	<b>ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER</b> .....	\$11,029,443. <i>35 me</i>
Design Errors Change	<b>COST OF CONSTRUCTION CHANGES THIS ORDER</b> .....	\$460,000
Design Omission Change	<b>ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER</b> .....	\$11,489,443. <i>75 me</i>
<input checked="" type="checkbox"/> County Requested Change	PERCENT INCREASE, THIS CHANGE ORDER .....	4.2%
	TOTAL PER CENT INCREASE TO DATE .....	4.2%
	<b>EXTENSION OF TIME ALLOWED BY THIS CHANGE</b> <u>0</u> CALENDAR DAYS TO <u>10/01/05</u>	

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT \_\_\_\_\_ FUNDS BUDGETED CODE \_\_\_\_\_ CERTIFIED BY \_\_\_\_\_

ACCEPTED BY: *[Signature]* \_\_\_\_\_ APPROVED: \_\_\_\_\_  
CONTRACTOR

BUDGET DIRECTOR  
DADE COUNTY, Florida  
By its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED: *[Signature]* \_\_\_\_\_ By: \_\_\_\_\_ DATE \_\_\_\_\_  
PROJECT MANAGER/CHIEF ARCHITECT/CHIEF ENGINEER County Manager

APPROVED: *[Signature]* \_\_\_\_\_ ATTEST: \_\_\_\_\_  
HNTB (CONSULTING ENGINEER) DEPT. BUSINESS DEVELOPMENT

APPROVED: *[Signature]* \_\_\_\_\_ By: \_\_\_\_\_  
DEPARTMENTAL DIRECTOR Deputy Clerk

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contracts Administration

APPROVED: *[Signature]* \_\_\_\_\_  
DEPUTY DIRECTOR

APPROVED: \_\_\_\_\_  
DEPUTY COUNTY MANAGER

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-747D

**DATE:** 8/1/05

**PROJECT NAME:** A-B Infill Pre-Demolition

**TO CONTRACTOR:** Crompton Construction Company

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**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.27, 2.28, 2.29 and 7.9, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.27 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.28 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.29 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.9 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-747D

**DATE:** 8/1/05

**PROJECT NAME:** A-B Infill Pre-Demolition

**TO CONTRACTOR:** Crompton Construction Company

---

- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
- (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item converts existing project contingency funds currently included in the North Terminal Development Program budget into a project specific General Allowance Account.

**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

7396/747D CROMPTON CONSTRUCTION

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBERT HOLCOMB BENSON

License Number: 18547

is licensed to provide services in the following categories:  
Life & Health Insurance  
General Insurance (P&O - Casualty)



RESIDENT  
LICENSE

This Licensee must have an active appointment with the facility, employer, or other party for which products or services are being marketed. See reverse for additional requirements. This license is subject to the terms and conditions of the contract with the Florida Department of Financial Services.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-222553

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

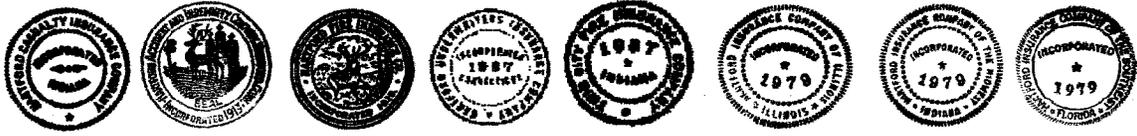
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited :**

*R.H. Benson*  
of  
North Miami, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, and any and all Surety Bonds and any and all consents required by the Florida Department of Transportation incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*David T. Akers*

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

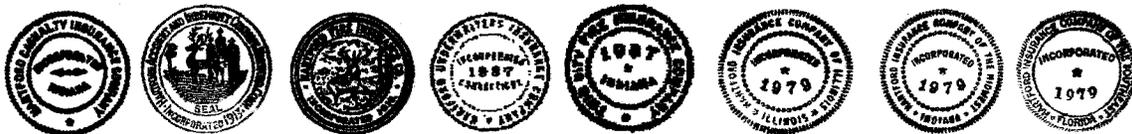
*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 1, 2005.

Signed and sealed at the City of Hartford.



*Carly M. Stimmer*

Carly M. Stimmer, Assistant Vice President

24

# MIAMI - DADE COUNTY CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-737H

DATE: 8/1/05

PROJECT NAME: C-D Infill PDS & CCTV

TO CONTRACTOR: DATO Electric

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add Articles 2.27, 2.28, 2.29 and 7.9, as shown on page 2, adding provisions for Allowance Accounts and Work Orders and a definition of Owner. JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0
2	Add General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$164,232

### SUMMARY OF CONTRACT AMOUNT

	<b>ORIGINAL CONTRACT AMOUNT</b> .....	\$1,992,290
<b>REASON FOR CHANGE:</b>	<b>COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED</b> .....	\$-0-
Regulatory Change	<b>ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER</b> .....	\$1,992,290
Other Agency Requested Change	<b>COST OF CONSTRUCTION CHANGES THIS ORDER</b> .....	\$164,232
Design Errors Change	<b>ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER</b> .....	\$2,156,522
Design Omission Change	PERCENT INCREASE, THIS CHANGE ORDER .....	8.2%
<input checked="" type="checkbox"/> County Requested Change	TOTAL PER CENT INCREASE TO DATE .....	8.2%
	<b>EXTENSION OF TIME ALLOWED BY THIS CHANGE</b> <u>0</u> CALENDAR DAYS TO <u>10/13/05</u>	

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY		
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>ACCEPTED BY: <u>David L Brant</u> CONTRACTOR</p> <p>RECOMMENDED: <u>[Signature]</u> PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER</p> <p>APPROVED: <u>[Signature]</u> HNTB (CONSULTING ENGINEER)</p> <p>APPROVED: <u>[Signature]</u> DEPARTMENTAL DIRECTOR</p> </td> <td style="width: 50%; vertical-align: top;"> <p>APPROVED: _____ BUDGET DIRECTOR DADE COUNTY, Florida By its BOARD OF COUNTY COMMISSIONERS</p> <p>By: _____ County Manager</p> <p>ATTEST: _____ By: _____ Deputy Clerk</p> </td> </tr> </table>			<p>ACCEPTED BY: <u>David L Brant</u> CONTRACTOR</p> <p>RECOMMENDED: <u>[Signature]</u> PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER</p> <p>APPROVED: <u>[Signature]</u> HNTB (CONSULTING ENGINEER)</p> <p>APPROVED: <u>[Signature]</u> DEPARTMENTAL DIRECTOR</p>	<p>APPROVED: _____ BUDGET DIRECTOR DADE COUNTY, Florida By its BOARD OF COUNTY COMMISSIONERS</p> <p>By: _____ County Manager</p> <p>ATTEST: _____ By: _____ Deputy Clerk</p>
<p>ACCEPTED BY: <u>David L Brant</u> CONTRACTOR</p> <p>RECOMMENDED: <u>[Signature]</u> PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER</p> <p>APPROVED: <u>[Signature]</u> HNTB (CONSULTING ENGINEER)</p> <p>APPROVED: <u>[Signature]</u> DEPARTMENTAL DIRECTOR</p>	<p>APPROVED: _____ BUDGET DIRECTOR DADE COUNTY, Florida By its BOARD OF COUNTY COMMISSIONERS</p> <p>By: _____ County Manager</p> <p>ATTEST: _____ By: _____ Deputy Clerk</p>			

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contracts Administration

APPROVED: [Signature]  
DEPUTY DIRECTOR

APPROVED: \_\_\_\_\_  
DEPUTY COUNTY MANAGER

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-737H

**DATE:** 8/1/05

**PROJECT NAME:** C-D Infill PDS & CCTV

**TO CONTRACTOR:** DATO Electric

---

**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.27, 2.28, 2.29 and 7.9, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.27 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.28 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.29 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.9 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-737H

**DATE:** 8/1/05

**PROJECT NAME:** C-D Infill PDS & CCTV

**TO CONTRACTOR:** DATO Electric

---

- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
- (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

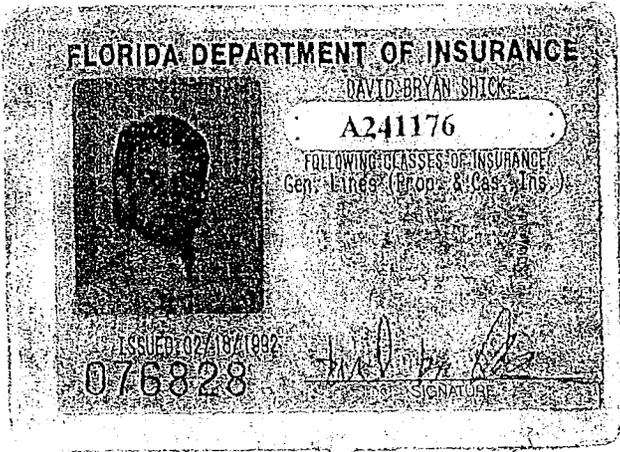
**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item converts existing project contingency funds currently included in the North Terminal Development Program budget into a project specific General Allowance Account.

**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.



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**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300  
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

\*\*\*David B. Shick\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of February, 2005.

By:   
David H. Rhodes, Executive Vice-President

By:   
Walter A. Crowell, Secretary



STATE OF CALIFORNIA            )  
  )SS.  
COUNTY OF ORANGE            )

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

Signature 



**CERTIFICATE**

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 12th day of August, 2005.

By   
David L. Kerrigan, Executive Vice-President

2ep



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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-776N-1

**DATE:** 8/1/05

**PROJECT NAME:** Special Projects Relocation

**TO CONTRACTOR:** DODEC, Inc.

---

**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.27, 2.28, 2.29 and 7.9, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.27 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.28 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.29 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.9 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

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(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-776N-1

**DATE:** 8/1/05

**PROJECT NAME:** Special Projects Relocation

**TO CONTRACTOR:** DODEC, Inc.

---

- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
- (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item converts existing project contingency funds currently included in the North Terminal Development Program budget into a project specific General Allowance Account.

**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

FLORIDA DEPARTMENT OF INSURANCE

SHAWN ALAN BURTON

License Number: A036460

IS LICENSED TO TRANSACT BUSINESS IN THE FOLLOWING CLASSES OF INSURANCE:

General Lines (Prop & Cas)

Health

LIFE

LIFE & Health

LIFE-Inst Var Annuity & Health

LIFE and Variable Annuity



This license must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

A036460

776N-1

**First Sealord Surety, Inc.  
Power of Attorney**

Power No: MIA-0036-05-11839

**KNOW ALL MEN BY THESE PRESENTS:** That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint **Michael A. Holmes, Gerald J. Arch, Michael A. Bonet and/or Shawn A. Burton all of Ft. Lauderdale, Florida** its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

\*\*\*\*\* **Not To Exceed Four Million Dollars**-----**(\$4,000,000.00)** \*\*\*\*\*

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

**Section 12-1.** Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

**IN WITNESS WHEREOF,** First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



Attest:

*[Signature]*  
Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

*[Signature]*  
Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania  
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



*[Signature]* - Notary Public

Notarial Seal  
Anthony T. Stewart, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires August 5, 2006  
Member, Pennsylvania Association Of Notaries

**CERTIFICATE**

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 5th day of August, 20 05

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 1769), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

*[Signature]*  
Gary L. Bragg, Secretary

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# MIAMI - DADE COUNTY CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-775A1

DATE: 8/1/05

PROJECT NAME: D-Extension PDS

TO CONTRACTOR: Dynaletric

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add Articles 2.24, 2.25, 2.26 and 7.8, as shown on page 2, adding provisions for Allowance Accounts and Work Orders and a definition of Owner. JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0
2	Add General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$257,931

### SUMMARY OF CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT .....	\$2,587,071.95
REASON FOR CHANGE:	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED .....	\$-0-
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER .....	\$2,587,071.95 <i>JSD</i>
Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER .....	\$257,931
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER .....	\$2,845,002.95
Design Omission Change	PERCENT INCREASE, THIS CHANGE ORDER .....	10.0%
<input checked="" type="checkbox"/> County Requested Change	TOTAL PER CENT INCREASE TO DATE .....	10.0%
	EXTENSION OF TIME ALLOWED BY THIS CHANGE <u>0</u> CALENDAR DAYS TO <u>08/19/03</u>	

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY
Dynaletric Company		
ACCEPTED BY: <i>James C. Thillo</i>	CONTRACTOR: <i>Travelers Casualty and Surety Company of America</i>	APPROVED: <i>Joseph M. Pietrangelo</i> BUDGET DIRECTOR
By: <i>Susan Ravid</i>	SURETY Attorney in Fact: <i>Joseph M. Pietrangelo</i>	BY: <i>Joseph M. Pietrangelo</i> BOARD OF COUNTY COMMISSIONERS
RECOMMENDED: <i>Steve</i> PROJECT MANAGER	CHIEF ARCHITECT/CHIEF ENGINEER	By: _____ County Manager
APPROVED: <i>DBD</i> HNTB CONSULTING ENGINEER	DEPT. BUSINESS DEVELOPMENT	DATE: _____
APPROVED: <i>John</i> DEPARTMENTAL DIRECTOR		By: _____ Deputy Clerk

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contracts Administration

APPROVED: *John*  
DEPUTY DIRECTOR

APPROVED: \_\_\_\_\_  
DEPUTY COUNTY MANAGER

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-775A1

**DATE:** 8/1/05

**PROJECT NAME:** D-Extension PDS

**TO CONTRACTOR:** Dynalectric

---

**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.24, 2.25, 2.26 and 7.6, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.24 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.25 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.26 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

**7.6 Allowance Account(s)**

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-775A1

**DATE:** 8/1/05

**PROJECT NAME:** D-Extension PDS

**TO CONTRACTOR:** Dynalectric

---

- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
- (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

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**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

**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: **Gerard S. Macholz, Rita Sagistano, Thomas Bean, Susan Ravid, Mary Alice J. Corbett, Robert T. Pearson, Grace Ackerson, Susan Lupski, Camille Maitland, of Uniondale, New York,** 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.

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 26th day on May, 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*  
George W. Thompson  
Senior Vice President

On this 26th day on May, 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, Assistant Secretary 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 1st day of August, 2005.



By *Kori M. Johanson*  
Kori M. Johanson  
Assistant Secretary, Bond

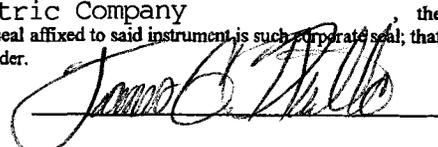
38A

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
HARTFORD, CT. 06183**

**ATTORNEY-IN-FACT JUSTIFICATION  
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION**

Florida  
State of New York, County of Broward } ss.

On this 17 day of August, 20 05, before me personally appeared James G. DiLullo to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of Weston that he/she is the President/CEO of Dynalectric Company; the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



**PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM**

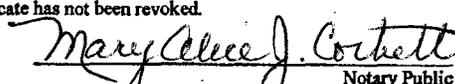
State of New York, County of } ss.

On this day of , 20 , before me personally appeared to me known to be (the individual) (one of the firm of ) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of New York, County of Nassau } ss.

On this 1st day of August, 20 05, before me personally appeared Susan Ravid, to me known, who, being by me duly sworn, did depose and say: That he/she resides in the County of Nassau, NY; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.



MARY ALICE J. CORBETT  
Notary Public, State of New York  
No. 01CO6020162  
Qualified in Nassau County  
Commission Expires 02/22/07

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2004  
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK  
CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
Cash & Invested Cash	\$ 2,721,251	Unearned Premiums	\$ 517,322,210
Bonds	2,103,575,828	Losses	542,595,315
Stock	11,873,755	Loss Adjustment Expenses	97,587,047
Other Invested Assets	--	Commissions	19,228,115
Investment Income Due and Accrued	24,085,845	Taxes, Licenses and Fees	10,738,457
Premium Balances	139,148,258	Other Expenses	18,724,529
Reinsurance Recoverable	48,827,434	Current Federal and Foreign Income Taxes	43,827,236
Current Fed Income Tax Recoverable	--	Payable for Securities	--
Net Deferred Tax Asset	37,424,124	Payable to Parent, Subsidiaries & Affiliates	35,395,260
Receivable for Securities	300,000	Other Accrued Expenses and Liabilities	146,736,123
Receivable from Parent, Subsidiaries & Affiliates	--	Total Liabilities	\$ 1,432,154,293
Other Assets	(72,723,020)	Capital Stock	6,000,000
		Paid in Surplus	303,297,402
		Other Surplus	553,781,780
		Total Surplus to Policyholders	\$ 863,079,182
Total Assets	\$ 2,295,233,475	Total Liabilities & Surplus	\$ 2,295,233,475

Securities carried at \$13,338,702 in the above statement are deposited with public authorities, as required by law



## **IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

SS #

FLORIDA DEPARTMENT OF INSURANCE

JOSEPH MICHAEL PIETRANGELO

A207358

FOLLOWING CLASSES OF INSURANCE:  
Gen. Lines (Prop. & Cas. Ins.)



*Joseph Pietrangelo*

S.S.

095-46-8875

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# MIAMI - DADE COUNTY CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-775B

DATE: 8/1/05

PROJECT NAME: C-D PDS

TO CONTRACTOR: Dynalectric

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Add Articles 2.27, 2.28, 2.29 and 7.9, as shown on page 2, adding provisions for Allowance Accounts and Work Orders and a definition of Owner. JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0
2	Add General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$282,962

### SUMMARY OF CONTRACT AMOUNT

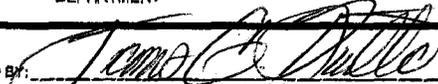
<p><b>REASON FOR CHANGE:</b></p> <p><input type="checkbox"/> Regulatory Change</p> <p><input type="checkbox"/> Other Agency Requested Change</p> <p><input type="checkbox"/> Design Errors Change</p> <p><input type="checkbox"/> Design Omission Change</p> <p><input checked="" type="checkbox"/> County Requested Change</p>	<p><b>ORIGINAL CONTRACT AMOUNT</b> ..... \$2,829,616</p> <p><b>COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED</b> ..... \$-0-</p> <p><b>ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER</b> ..... \$2,829,616</p> <p><b>COST OF CONSTRUCTION CHANGES THIS ORDER</b> ..... \$282,962</p> <p><b>ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER</b> ..... \$3,112,578</p> <p>PERCENT INCREASE, THIS CHANGE ORDER ..... 10.0%</p> <p>TOTAL PER CENT INCREASE TO DATE ..... 10.0%</p> <p><b>EXTENSION OF TIME ALLOWED BY THIS CHANGE</b> <u>0</u> CALENDAR DAYS TO <u>11/15/07</u></p>
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**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.*

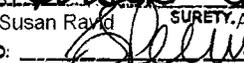
\_\_\_\_\_  
SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY

ACCEPTED BY: 	APPROVED: _____	BUDGET DIRECTOR
--	-----------------	-----------------

Travelers Casualty and Surety Company of America and XL Specialty Insurance Company  
BY: Susan Ray SURETY Attorney-in-Fact Joseph M. Pietrangelo DADE COUNTY, Florida  
Agent

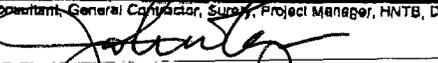
RECOMMENDED: 	By: _____	DATE
--	-----------	------

PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER County Manager

APPROVED:  7/2/05	ATTEST: _____	DEPT. BUSINESS DEVELOPMENT
--	---------------	----------------------------

APPROVED: 	By: _____	Deputy Clerk
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cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contract Administration

APPROVED:  DEPUTY DIRECTOR

APPROVED: \_\_\_\_\_ DEPUTY COUNTY MANAGER

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

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-775B

DATE: 8/1/05

PROJECT NAME: C-D PDS

TO CONTRACTOR: Dynalectric

---

**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.27, 2.28, 2.29 and 7.9, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.27 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.28 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.29 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.9 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

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

**CHANGE ORDER NO: MDAD-1**

**PROJECT NO. MIA-775B**

**DATE: 8/1/05**

**PROJECT NAME: C-D PDS**

**TO CONTRACTOR: Dynalectric**

- 
- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
  - (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
  - (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
  - (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

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**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

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: Gerard S. Macholz, Rita Sagistano, Thomas Bean, Susan Ravid, Mary Alice J. Corbett, Robert T. Pearson, Grace Ackerson, Susan Lupski, Camille Maitland, of Uniondale, New York, 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.

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 26th day on May, 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*  
George W. Thompson  
Senior Vice President

On this 26th day on May, 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, Assistant Secretary 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 5 day of August, 20 05



By *Tim Johanson*  
Kori M. Johanson  
Assistant Secretary, Bond

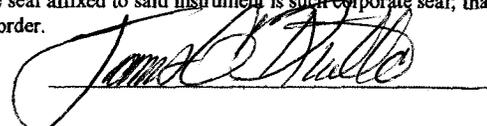
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**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
HARTFORD, CT. 06183**

**ATTORNEY-IN-FACT JUSTIFICATION  
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION**

Florida  
State of New York, County of Broward } ss.

On this 23 day of August, 20 05, before me personally appeared James G. DiLullo to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of Weston that he/she is the President/CEO of Dynalectric Company the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



**PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM**

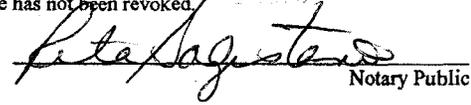
State of New York, County of } ss.

On this day of , 20 , before me personally appeared to me known to be (the individual) (one of the firm of ) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of New York, County of Nassau } ss.

On this 5 day of August, 20 05, before me personally appeared Susan Ravid to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Nassau, NY; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company, and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

  
Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

RITA SAGISTANO  
Notary Public, State of New York  
No. 01SA5025866  
Qualified in Nassau County  
Commission Expires April 4, 2006

FINANCIAL STATEMENT AS OF DECEMBER 31, 2004  
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK  
CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
Cash & Invested Cash	\$ 2,721,251	Unearned Premiums	\$ 517,322,210
Bonds	2,103,575,828	Losses	542,595,315
Stock	11,873,755	Loss Adjustment Expenses	97,587,047
Other Invested Assets	--	Commissions	19,228,115
Investment Income Due and Accrued	24,085,845	Taxes, Licenses and Fees	10,738,457
Premium Balances	139,148,258	Other Expenses	18,724,529
Reinsurance Recoverable	48,827,434	Current Federal and Foreign Income Taxes	43,827,236
Current Fed Income Tax Recoverable	--	Payable for Securities	--
Net Deferred Tax Asset	37,424,124	Payable to Parent, Subsidiaries & Affiliates	35,395,260
Receivable for Securities	300,000	Other Accrued Expenses and Liabilities	146,736,123
Receivable from Parent, Subsidiaries & Affiliates	--	Total Liabilities	\$ 1,432,154,293
Other Assets	(72,723,020)	Capital Stock	6,000,000
		Paid in Surplus	303,297,402
		Other Surplus	553,781,780
		Total Surplus to Policyholders	\$ 863,079,182
Total Assets	\$ 2,295,233,475	Total Liabilities & Surplus	\$ 2,295,233,475

Securities carried at \$13,338,702 in the above statement are deposited with public authorities, as required by law

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## **IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.



THIS IS NOT A BOND NUMBER

UNLIMITED POWER OF ATTORNEY

XLS 126969

KNOW ALL MEN BY THESE PRESENTS: That the XL SPECIALTY INSURANCE COMPANY, a corporation organized and existing by virtue of the laws of the State of Delaware ("Company" or "Corporation"), with offices at 25 Independence Blvd., Suite 402, Warren, New Jersey, 07059, does hereby nominate, appoint; Thomas Bean, Gerard S. Macholz, Rita Sagistano, Susan Ravid, Mary Alice J. Corbett, Robert T. Pearson, Grace Ackerson, Susan Lupski, Camille Maitland

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required; any and all bonds, undertakings, recognizances and written obligations in the nature thereof, the penal sum of no one of which is in any event to exceed \$UNLIMITED.00. Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with it's corporate seal. This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 5th day of December, 1988:

"RESOLVED, That the President, or any Vice President of the Company or any person designated by any one of them is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company.

FURTHER RESOLVED, That the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following Resolution adopted by the Board of Directors of the Company on August 7, 1997:

RESOLVED, That the signature of John P. Hyland, as Vice President of this Corporation, and the seal of this Corporation may be affixed or printed on any and all bonds, undertakings, recognizances, or other written obligations thereof, on any revocation of any Power of Attorney, or on any certificate relating thereto, by facsimile, and any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances, certificate or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this August 11th, 2005.



STATE OF DELAWARE  
COUNTY OF NEW CASTLE

BY

Attest:

XL SPECIALTY INSURANCE COMPANY

VICE PRESIDENT

SECRETARY

On this 11th day of August, 2005, before me personally came John P. Hyland to me known, who, being duly sworn, did depose and say: that he is Vice President of the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order.



STATE OF NEW JERSEY  
COUNTY OF BERGEN

REBECCA CLAIRE SHALHOUB  
Notary Public  
State of New Jersey  
My Commission Expires 3 / 8 / 2007

NOTARY PUBLIC

I, Ben M. Llaneta, Secretary of the XL SPECIALTY INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Wilmington, this 5 day of August 20 05

SECRETARY



This Power of Attorney may not be used to execute any bond with an inception date after

August 11, 2009

CO # MDAD-1  
Project No. MIA-775B  
Page 8 of 12

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ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF Florida }
COUNTY OF Broward } SS

On this 23 day of August, 2005 before me personally appeared James G. DiLullo to be known, who, being by me duly sworn, did depose and say; that he/she resides at Weston, that he/she is the CEO/ President of Dynalectric Company the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Handwritten signature of James G. DiLullo

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF }
COUNTY OF } SS

On this day of before me personally appeared to me know to be (the individual) (one of the firm) described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NY }
COUNTY OF Nassau } SS

On this August 5, 2005, before me personally came Susan Ravid to me known, who, being by me duly sworn, did depose and say; that he/she resides in County of Nassau, State of NY, that he/she is the Attorney-in-Fact of the XL SPECIALTY INSURANCE COMPANY the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to XL SPECIALTY INSURANCE COMPANY (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Handwritten signature of Rita Sagistano

RITA SAGISTANO
Notary Public, State of New York
No. 01SA5025866
Qualified in Nassau County
Commission Expires April 4, 2006

NY acknowledgement

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**XL SPECIALTY INSURANCE COMPANY**  
**STATUTORY STATEMENT OF ADMITTED ASSETS,**  
**LIABILITIES, CAPITAL AND SURPLUS**  
 December 31, 2004

<b>Assets:</b>		<b>Liabilities:</b>	
Bonds	326,729,210	Loss & loss adjustment expenses	110,148,182
Stocks	37,537,006	Claims payable	6,447,340
Cash and short-term investments	158,779,182	Unearned premiums	24,026,734
		Funds held by company under reinsurance treaties	199,719,585
<b>Total Invested Assets</b>	<u><b>523,045,398</b></u>	Other liabilities	153,070,063
		<b>Total Liabilities</b>	<u><b>493,411,904</b></u>
		<b>Capital and Surplus:</b>	
		Common capital stock	5,812,500
Agents balances	37,751,325	Gross paid-in and contributed surplus	131,798,019
Accrued interest and dividends	2,887,000	Unassigned surplus	2,549,380
Other admitted assets	<u>69,888,080</u>	<b>Total Capital and Surplus</b>	<u><b>140,159,899</b></u>
<b>Total Admitted Assets</b>	<u><b>633,571,803</b></u>	<b>Total Liabilities, Capital and Surplus</b>	<u><b>633,571,803</b></u>

I, Bryan T. Conley, Assistant Controller of XL Specialty Insurance Company, (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2004, prepared in conformity with accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principle office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-6040

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

  
 \_\_\_\_\_  
 Vice President and Assistant Controller

**SURETY DISCLOSURE  
NOTICE CONCERNING FEDERAL TERRORISM  
RISK INSURANCE ACT**

You should know that, effective November 26, 2002, the US Congress enacted the Terrorism Risk Insurance Act of 2002 (the "Act"). Under the Act, any covered losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

In accordance with this Act, we are providing this disclosure notice for bonds on which XL Specialty Insurance Company is the surety.

**DISCLOSURE OF PREMIUM**

The portion of the bond premium attributable to coverage for certified acts of terrorism under the Act is Zero Dollars (\$0.00)

SS #

FLORIDA DEPARTMENT OF INSURANCE

JOSEPH MICHAEL PIETRANGELO



A207358

FOLLOWING CLASSES OF INSURANCE:  
Gen. Lines (Prop. & Cas. Ins.)

*Joseph Pietrangelo*

S.S.

095-46-8875

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-732B

**DATE:** 8/1/05

**PROJECT NAME:** A-B Apron

**TO CONTRACTOR:** Marks Brothers. Inc.

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**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.24, 2.25, 2.26 and 7.9, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.24 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.25 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.26 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.9 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-732B

**DATE:** 8/1/05

**PROJECT NAME:** A-B Apron

**TO CONTRACTOR:** Marks Brothers. Inc.

---

- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
- (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item converts existing project contingency funds currently included in the North Terminal Development Program budget into a project specific General Allowance Account.

**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

POWER OF ATTORNEY



Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23739

Certificate No. 2409029

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

G. W. Fitch, Gerald J. Arch, Michael A. Holmes, James F. Murphy, Michael Bonet, and Shawn A. Burton

Ft. Lauderdale Florida

of the City of \_\_\_\_\_, State \_\_\_\_\_, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 13th day of February 2003

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



Handwritten signature of John F. Simanski, Jr.

JOHN F. SIMANSKI, JR., Vice President

Handwritten signature of Robert P. McGuire

ROBERT P. MCGUIRE, Assistant Secretary

State of Maryland
City of Baltimore

On this 13th day of February, 2003, before me, the undersigned officer, personally appeared John F. Simanski, Jr., and Robert P. McGuire, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Handwritten signature of Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, 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 with respect to any bond or undertaking to which it is validly attached; and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Robert P. McGuire, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 10th day of August, 2005.



*Robert P. McGuire*  
ROBERT P. MCGUIRE, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

THIS POWER OF ATTORNEY IS VALID WITHOUT THE REQUIRING BORDER

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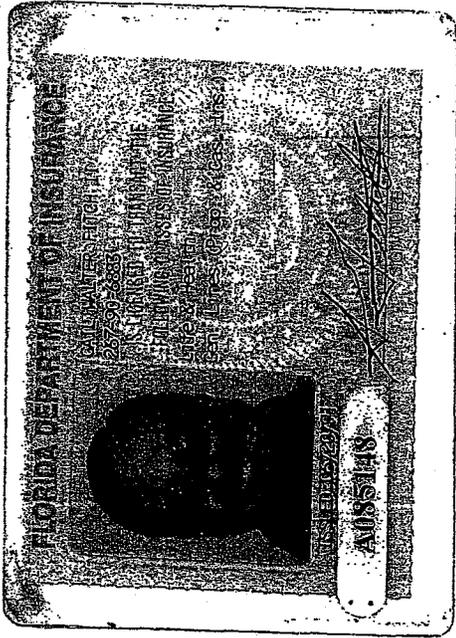


## IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On Nov. 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the federal government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the federal government will pay a share of such losses. Specifically, the federal government will pay 90 percent of the amount of covered losses caused by certain acts of terrorism, which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the federal government or an insurer can be responsible at \$100 billion, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.



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732B



# MIAMI - DADE COUNTY CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: MDAD-1

PROJECT NO. MIA-776N-4

DATE: 8/1/05

PROJECT NAME: Paint Shop, Locksmith & K-9

TO CONTRACTOR: Trintec Construction Inc.

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add Articles 2.27, 2.28, 2.29 and 7.9, as shown on page 2, adding provisions for Allowance Accounts and Work Orders and a definition of Owner. JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0
2	Add General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$47,242

### SUMMARY OF CONTRACT AMOUNT

	<b>ORIGINAL CONTRACT AMOUNT</b> .....	\$489,472 <sup>1.68</sup> JR
<b>REASON FOR CHANGE:</b>	<b>COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED</b> .....	\$-0-
Regulatory Change	<b>ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER</b> .....	\$489,472 <sup>1.68</sup> JR
Other Agency Requested Change	<b>COST OF CONSTRUCTION CHANGES THIS ORDER</b> .....	\$47,242
Design Errors Change	<b>ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER</b> .....	\$536,714 <sup>3.68</sup> JR
Design Omission Change	PERCENT INCREASE, THIS CHANGE ORDER .....	9.7%
<input checked="" type="checkbox"/> County Requested Change	TOTAL PER CENT INCREASE TO DATE .....	9.7%
	<b>EXTENSION OF TIME ALLOWED BY THIS CHANGE</b> <u>0</u> CALENDAR DAYS TO <u>05/26/05</u>	

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY
<hr/>		
ACCEPTED BY: <b>CONTRACTOR</b>	APPROVED:	<b>BUDGET DIRECTOR</b>
		DADE COUNTY, Florida
		By its BOARD OF COUNTY COMMISSIONERS
RECOMMENDED:	By: _____	DATE
<b>PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER</b>	County Manager	
APPROVED:	ATTEST: _____	
<b>HNTB CONSULTING ENGINEER</b>	By: _____	
DEPT. BUSINESS DEVELOPMENT	Deputy Clerk	
APPROVED:		
<b>DEPARTMENTAL DIRECTOR</b>		

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contracts Administration

APPROVED: **DEPUTY DIRECTOR**

APPROVED: \_\_\_\_\_ **DEPUTY COUNTY MANAGER**

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

**CHANGE ORDER NO:** MDAD-1

**PROJECT NO.** MIA-776N-4

**DATE:** 8/1/05

**PROJECT NAME:** Paint Shop, Locksmith & K-9

**TO CONTRACTOR:** Trintec Construction Inc.

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**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Add Articles 2.27, 2.28, 2.29 and 7.9, as follows, adding provisions for Allowance Accounts and Work Orders and a definition of Owner.

2.27 Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.

2.28 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

2.29 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

7.9 Allowance Account(s)

(a) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".

(1) The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

(2) These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.

(b) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.

(c) Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).

**MIAMI - DADE COUNTY  
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- (d) The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal.
- (e) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- (f) At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- (g) In the case of any conflict between the terms and provisions of the Contract and this Change Order, the terms and provisions of this Change Order shall supersede. All other terms and provisions of the Contract shall remain in full force and effect, except as herein amended.

**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds provision to the Contract that permits the use of General Allowance Account and provides a mechanism to authorize work under the General Allowance Account.

**ITEM 2:** Add General Allowance Account

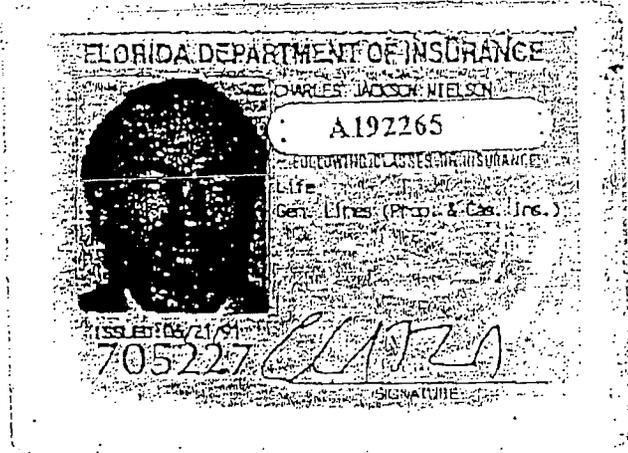
**JUSTIFICATION: COUNTY REQUESTED CHANGE**

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item converts existing project contingency funds currently included in the North Terminal Development Program budget into a project specific General Allowance Account.

**RELEASE OF CLAIM**

This Change Order creates funding for Owner's General Allowance Account within this Contract and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.



776 N-4

10/12/05

**RECEIVED**  
 OCT 17 2005  
 DOCUMENT CONTROLS DEPT.

Attn: Emily

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FY-869-3301

**GREAT AMERICAN INSURANCE COMPANY**

**Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **FIVE**

No. **0 17715**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CHARLES J. NIELSON MARV C. ACEVES	ALL OF	ALL
CHARLES D. NIELSON	MIAMI LAKES, FLORIDA	UNLIMITED
WARREN ALTER		
GLORIA MCCLURE		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **26TH** day of **JULY**, 2004  
Attest **GREAT AMERICAN INSURANCE COMPANY**

\_\_\_\_\_  
DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **26TH** day of **JULY**, 2004, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this **1st** day of **August**, 2005

CO # MDAD-1  
Project No. MIA-776N-4  
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