

Memorandum



Date: February 16, 2006

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

From: George M. Burgess
County Manager

RTC
Agenda Item No. 3(C)

Subject: Settlement of Claims:

- 1) D.K.G. & Associates, Ltd., D-Connector Finish-Out, Project No. 739H
- 2) Dozier and Dozier Construction, Inc., B-C Infill Building Shell, Project No. 745B
- 3) Dynalectric Company, B-C Infill Building Shell, Project No. 745B
- 4) Dynalectric Company, B-C Infill Demo C Throat, Project No. 745E,
- 5) E.L.C.I. Construction Group, D-Extension Finish-Out, Project No. 739F
- 6) MacGregor (USA) Inc., B-C Infill Building Shell, Project No. 745B
- 7) Thornton Construction, D-Extension Finish-Out, Project No. 739F
- 8) Thornton Construction, D-Extension Interior Finish-Out, Project No. 739H
- 9) Weathertrol Maintenance Corporation B-C Infill Building Shell, Project No. 745B
North Terminal Development Program

RECOMMENDATION

It is recommended that the Board approve claims settlement agreements associated with the North Terminal Development (NTD) program at Miami International Airport (MIA), all as shown on Attachment 1 hereto. In addition, it is recommended that the Board waive the requirements of Resolution No. R-377-04 pertaining to the effective date of the Agreements.

BACKGROUND

As part of the NTD Program, the County and American Airlines ("American") entered into a Lease, Construction and Finance Agreement ("LCF") for American to design and construct the NTD and the County to pay the costs thereof as a tenant improvement project. American hired the Turner-Austin Airport Team (TAAT) as its construction manager.

On June 21, 2005, the Board approved the Fourth Amendment to the LCF with American that transferred the responsibility of completing the NTD Program to the County. Concurrently, the Board approved a Claims Administration Agreement with American giving the County authority to defend, settle and/or adjudicate claims against American on the NTD program. As a result of the Amendment, on June 27, 2005, American terminated TAAT's contract effective July 27, 2005.

As construction manager for American, TAAT had entered into contract with the named contractors. When American terminated TAAT's contract, TAAT in turn terminated its subcontracts. Subsequently, TAAT's subcontractors filed claims against American with the County. Pursuant to the Claims Administration Agreement, the County directed its claim consultant, Alpha Corporation, to review the merits of the claims and recommend settlement amounts commensurate with the merits to a team of Aviation Department staff members designated as the Owner's Review Board ("ORB"). Following this review process, the County entered into final negotiations with the contractors. Attachment 1 shows the claimed amounts, the recommended settlement amounts, the negotiated settlements reached by the parties, and the source of funding for the settlements. Note that as these are negotiated settlements, the County's initial position and the final agreed upon amount may not be the same.

As part of these settlements, the contractors have agreed to release the County and American from all claims arising out of the performance of the work for which payment is being made through the settlements. The Aviation Department, Alpha Corporation and US Cost, the cost engineering firm that is providing cost analysis to Alpha and the County on NTD claim issues, agree that the settlements recommended in this item are fair settlements and are in the best interests of the County.

I strongly agree with this Board's instructions to me that, as part of the County's assumption of the NTD Project, subcontractors should be treated fairly and equitably paid for previous work performed. I concur with staff's assessment of these settlements and recommend their approval.



Deputy County Manager

Attachment 1 - Financial Summary of Settlement Agreements

ITEM NO.	CONTRACTOR	PROJECT NO./CLAIM TRACKING NO.	PROJECT NAME	CLAIMED AMOUNT	ALPHA RECOMMENDED AMOUNT	SETTLEMENT AMOUNT	FUNDING SOURCE	
							CIP BOND FUNDS	AA CLAIMS RESERVE FUND
1	D.K.G. & Associates, Ltd. ¹	B739H 11087	D-Connector Finish-Out	\$1,563.00	\$1,437.00	\$1,437.00	\$1,437.00	\$-0-
2	Dozier and Dozier Construction, Inc. ¹	B745B 11066	B-C Infill Building Shell	\$19,002.08	\$19,002.08	\$19,002.08	\$19,002.08	\$-0-
3.1	Dynalentic Company	B745B 11015	B-C Infill Building Shell	\$1,475,038.80	\$417,312.00	\$417,312.00	\$-0-	\$417,312.00
3.2	Dynalentic Company	B745B 11092	B-C Infill Building Shell	\$3,316.00	\$2,961.41	\$2,961.41	\$2,961.41	\$-0-
3.3	Dynalentic Company	B745B 11094	B-C Infill Building Shell	\$9,984.00	\$8,854.00	\$8,854.00	\$8,854.00	\$-0-
3.4	Dynalentic Company	B745B 11099	B-C Infill Building Shell	\$2,445.00	\$1,507.04	\$1,507.04	\$1,507.04	\$-0-
3.5	Dynalentic Company	B745B 11103	B-C Infill Building Shell	\$771.00	\$734.00	\$734.00	\$734.00	\$-0-
4.1	Dynalentic Company	B745E 11105	B-C Infill Demo C Throat	\$1,524.00	\$1,524.00	\$1,524.00	\$1,524.00	\$-0-
4.2	Dynalentic Company	B745E 11106	B-C Infill Demo C Throat	\$3,304.00	\$3,113.00	\$3,113.00	\$3,113.00	\$-0-
4.3	Dynalentic Company	B745E 11110	B-C Infill Demo C Throat	\$2,385.00	\$975.00	\$975.00	\$975.00	\$-0-
5	E.L.C.I. Construction Group ¹	B739F 11198	D-Extension Finish-Out	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00	\$-0-
6	MacGregor (USA) Inc.	B745B 11147	B-C Infill Building Shell	(\$39,033.00)	(\$39,052.50)	(\$39,052.50)	(\$39,052.50)*	\$-0-

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ITEM NO.	CONTRACTOR	PROJECT NO./CLAIM TRACKING NO.	PROJECT NAME	CLAIMED AMOUNT	ALPHA RECOMMENDED AMOUNT	SETTLEMENT AMOUNT	FUNDING SOURCE	
							CIP BOND FUNDS	AA CLAIMS RESERVE FUND
7	Thornton Construction ¹	B739F 11182 11183 11184 11185	D-Extension Finish-Out	\$293,827.49	\$293,827.49	\$293,827.49	\$238,423.70	\$-0-
8	Thornton Construction ¹	B739H 11187 11191 11192	D-Extension Interior Finish-Out	\$37,822.10	\$37,822.10	\$37,822.10	\$37,822.10	\$-0-
9	Weathertrol Maintenance Corporation	B745B 11221	B-C Infill Building Shell	\$576,839.18	\$479,392.18	\$537,248.18	\$537,248.18	\$-0-

¹CSBE

Claim No. 6 represents a credit to the County.

HNTB, consulting engineers for the Bond Trustees under the Amended and Restated Trust Agreement of 2002, concurs with the amounts shown under the CIP Bond Funds funding source.



MEMORANDUM

(Revised)

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

DATE: March 7, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

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.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECT AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING COUNTY MANAGER TO EXECUTE CLAIMS SETTLEMENT AGREEMENTS WITH D.K.G. & ASSOCIATES, LTD. (D-CONNECTOR FINISH-OUT, PROJECT NO. 739H); DOZIER AND DOZIER CONSTRUCTION, INC. (B-C INFILL BUILDING SHELL, PROJECT NO. 745B); DYNALECTRIC COMPANY (B-C INFILL BUILDING SHELL, PROJECT NO. 745B AND B-C INFILL DEMO C THROAT, PROJECT NO. 745E); E.L.C.I. CONSTRUCTION GROUP (D-EXTENSION FINISH-OUT, PROJECT NO. 739F); MACGREGOR (USA) INC. (B-C INFILL BUILDING SHELL, PROJECT NO. 745B); THORNTON CONSTRUCTION (D-EXTENSION FINISH-OUT, PROJECT NO. 739F, AND D-EXTENSION INTERIOR FINISH-OUT, PROJECT NO. 739H); AND WEATHERTROL MAINTENANCE CORPORATION (B-C INFILL BUILDING SHELL, PROJECT NO. 745B); AND TO IMPLEMENT SAME, AND WAIVING PROVISIONS OF RESOLUTION NO. R-377-04, PROVIDING FOR EFFECTIVE DATE

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager or his designee to execute claims settlement agreements related to the following contracts for the North Terminal Development Project at Miami International Airport in substantially the form attached hereto and made a part hereof:

D.K.G. & Associates, Ltd. (D-Connector Finish-Out, Project No. 739H); Dozier and Dozier Construction, Inc. (B-C Infill Building Shell, Project No. 745B); Dynalectric Company (B-C Infill Building Shell, Project No. 745B and B-C Infill Demo C Throat, Project No. 745E); E.L.C.I. Construction Group (D-Extension Finish-Out, Project No. 739F); Macgregor (USA) Inc. (B-C Infill Building Shell, Project No. 745B); Thornton Construction (D-Extension Finish-Out, Project No. 739F and D-Extension Interior Finish-Out, Project No. 739H); and Weathertrol Maintenance Corporation (B-C Infill Building Shell, Project No. 745B); and to perform all necessary actions to implement these settlement agreements; and waives the requirements of Resolution No. R-377-04.

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 7th day of March, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.

DEB
2 - 1

Deborah Bovarnick Mastin

**AGREEMENT FOR FINAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY, AMERICAN AIRLINES,
AND D.K.G. & Associates IN CONNECTION WITH NORTH TERMINAL
DEVELOPMENT PROJECT 739H
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 22 day of NOV., 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **D.K.G. & Associates**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **D.K.G. & Associates** for work to be performed on Project 739H D-Connector Finish-Out, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between [County, American, TAAT] and **D.K.G. & Associates** and its subs, in connection with the Project; and

WHEREAS, **D.K.G. & Associates** and its subcontractors and suppliers have asserted and certified various claims against County and American under the County's False Claims Ordinance for work performed and materials delivered, including a certified claim for \$1,563.00, Tracking No. 11087 (the "Certified Claim"); and

WHEREAS, the County and **D.K.G. & Associates** desire to settle **D.K.G. & Associates** Certified Claim for \$1,437.00. In agreeing to this amount, both County and **D.K.G. & Associates** have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **D.K.G. & Associates** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **D.K.G. & Associates** \$1,437.00.

2. Payment of said sum of \$1,437.00 shall constitute full accord and satisfaction of the Certified Claim and any and all claims by **D.K.G. & Associates** or any of its subcontractors or material suppliers relating to all work performed on the Project. **D.K.G. & Associates** specifically waives any further compensation with respect to the Project.

3. In consideration of the payment by County to **D.K.G. & Associates** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **D.K.G. & Associates** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties with respect to the Project.

4. **D.K.G. & Associates** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **D.K.G. & Associates** subcontractors or material suppliers that performed work on the Project. **D.K.G. & Associates** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **D.K.G. & Associates** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **D.K.G. & Associates** relating to the settlement herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents for the Project as they may still be applicable; and
- (2) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (3) to enforce those provisions of the Contract Documents for the Project which specifically provide that they survive the completion of the work.

6. **D.K.G. & Associates** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

7. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

8. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

D.K.G. & Associates

BY: Patricia L. George
President General Partner

Attest: Catharine Purje
Secretary

SEAL

**AGREEMENT FOR FINAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY, AMERICAN AIRLINES,
AND Dozier & Dozier Construction IN CONNECTION WITH NORTH TERMINAL
DEVELOPMENT PROJECT 745B
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 17th day of NOV., 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dozier & Dozier Construction**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dozier & Dozier Construction** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between [County, American, TAAT] and **Dozier & Dozier Construction** and its subs, in connection with the Project; and

WHEREAS, **Dozier & Dozier Construction** and its subcontractors and suppliers have asserted and certified various claims against County and American under the County's False Claims Ordinance for work performed and materials delivered, including a certified claim for \$19,002.08, Tracking No. 11066 (the "Certified Claim"); and

WHEREAS, the County and **Dozier & Dozier Construction** desire to settle **Dozier & Dozier Construction**'s Certified Claim for \$19,002.08. In agreeing to this amount, both County and Dozier & Dozier Construction have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dozier & Dozier Construction** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dozier & Dozier Construction** \$19,002.08.
2. Payment of said sum of \$19,002.08 shall constitute full accord and satisfaction of the Certified Claim and any and all claims by **Dozier & Dozier Construction** or any of its subcontractors or material suppliers relating to all work performed on the Project. **Dozier & Dozier Construction** specifically waives any further compensation with respect to the Project.
3. In consideration of the payment by County to **Dozier & Dozier Construction** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dozier & Dozier Construction** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties with respect to the Project.
4. **Dozier & Dozier Construction** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dozier & Dozier Construction's** subcontractors or material suppliers that performed work on the Project. **Dozier & Dozier Construction** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dozier & Dozier Construction** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dozier & Dozier Construction** relating to the settlement herein. However, such payment is made without prejudice to the County's rights as follows:
 - (1) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents for the Project as they may still be applicable; and
 - (2) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
 - (3) to enforce those provisions of the Contract Documents for the Project which specifically provide that they survive the completion of the work.
6. **Dozier & Dozier Construction** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

7. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

8. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

Dozier & Dozier Construction

BY: _____
President

Attest: _____
Secretary

SEAL

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND Dynalectric
Company IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT
[745B]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 30th day of November, 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynalectric Company**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynalectric Company** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **Dynalectric Company** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynalectric Company** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$771.00, Tracking No, 11103 (the "Certified Claim"); and

WHEREAS, the County and **Dynalectric Company** are desirous of settling **Dynalectric Company's** Certified Claim for \$734.00. In agreeing to this amount, both County and Dynalectric Company have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynalectric Company** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynalectric Company** \$734.00.

2. Payment of said sum of \$734.00 shall constitute full accord and satisfaction of any and all claims by **Dynalectric Company** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$734.00 is being paid. Dynalectric Company specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynalectric Company** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynalectric Company** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$734.00 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynalectric Company** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynalectric Company's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynalectric Company** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynalectric Company** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynalectric Company** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynalectric Company** and its Surety payments or credits to the extent **Dynalectric Company** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. Nothing herein shall imply that Dynalectric Company releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.

7. Dynalectric Company acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric Company

BY: *James C. DeLoe*
President

Attest: *Quila Motaceno*
Secretary

SEAL

6. Nothing herein shall imply that Dynalectric releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745B	Dynalectric	11096	\$455.00
745B	Dynalectric	11097	\$3,653.00
745B	Dynalectric	11102	\$4,508.00
745B	Dynalectric	11092	\$3,316.00
745B	Dynalectric	11099	\$2,445.00
745B	Dynalectric	11093	\$8,370.48
745B	Dynalectric	11098	\$2,729.00
745B	Dynalectric	11104	\$1,166.00
745B	Dynalectric	11015	\$1,475,038.80
745B	Dynalectric	11094	\$9,984.00
745B	Dynalectric	11095	\$64,193.00

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND Dynalectric
Company IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT
[745E]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 30th day of November, 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynalectric Company**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynalectric Company** for work to be performed on Project 745E BC-Infill Demo, C-Throat Connector Corridor, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **Dynalectric Company** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynalectric Company** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$1,524.00, Tracking No. 11105 (the "Certified Claim"); and

WHEREAS, the County and **Dynalectric Company** are desirous of settling **Dynalectric Company's** Certified Claim for \$1,524.00. In agreeing to this amount, both County and Dynalectric Company have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynalectric Company** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynalectric Company** \$1,524.00.

2. Payment of said sum of \$1,524.00 shall constitute full accord and satisfaction of any and all claims by **Dynalectric Company** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$1,524.00 is being paid. Dynalectric Company specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynalectric Company** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynalectric Company** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$1,524.00 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynalectric Company** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynalectric Company's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynalectric Company** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynalectric Company** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynalectric Company** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynalectric Company** and its Surety payments or credits to the extent **Dynalectric Company** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that Dynalectric Company releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **Dynalectric Company** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric Company

BY: James C. Thalle
President

Attest: Epila Motaeros
Secretary

SEAL

6. Nothing herein shall imply that Dynalectric releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745E	Dynalectric	11106	\$3,304.00
745E	Dynalectric	11107	\$712.00
745E	Dynalectric	11108	\$951.00
745E	Dynalectric	11110	\$2,385.00
745E	Dynalectric	11013	\$976,155.00
745E	Dynalectric	11109	\$9,948.00
745E	Dynalectric	11111	\$8,676.00

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND Dynalectric IN
CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT [745B]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 15 day of ~~DECEMBER~~ 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynalectric**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynalectric** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **Dynalectric** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynalectric** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$1,475,038.80, Tracking No. 11015 (the "Certified Claim"); and

WHEREAS, the County and **Dynalectric** are desirous of settling **Dynalectric's** Certified Claim for \$417,312.00. In agreeing to this amount, both County and Dynalectric have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynalectric** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynaletric** \$417,312.00.

2. Payment of said sum of \$417,312.00 shall constitute full accord and satisfaction of any and all claims by **Dynaletric** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$417,312.00 is being paid. Dynaletric specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynaletric** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynaletric** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$417,312.00 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynaletric** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynaletric's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynaletric** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynaletric** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynaletric** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynaletric** and its Surety payments or credits to the extent **Dynaletric** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that Dynalectric releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **Dynalectric** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric

BY: James C. Dulla
President

Attest: Erika Moten
Secretary

SEAL

6. Nothing herein shall imply that Dynalectric releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745B	Dynalectric	11103	\$ 771.00
745B	Dynalectric	11099	\$ 2,445.00
745B	Dynalectric	11092	\$ 3,316.00
745B	Dynalectric	11094	\$ 9,984.00
745B	Dynalectric	11096	\$ 455.00
745B	Dynalectric	11097	\$ 3,653.00
745B	Dynalectric	11102	\$ 4,508.00
745B	Dynalectric	11104	\$ 1,166.00
745B	Dynalectric	11098	\$ 2,729.00
745B	Dynalectric	11093	\$ 8,370.48
745B	Dynalectric	11095	\$ 64,193.00
745B	Dynalectric	11212	\$ 28,106.00

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND Dynalectric
Company IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT
[745B]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 30th day of November, 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynalectric Company**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynalectric Company** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **Dynalectric Company** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynalectric Company** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$3,316.00, Tracking No. 11092 (the "Certified Claim"); and

WHEREAS, the County and **Dynalectric Company** are desirous of settling **Dynalectric Company's** Certified Claim for \$2,961.41. In agreeing to this amount, both County and Dynalectric Company have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynalectric Company** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynalectric Company** \$2,961.41.

2. Payment of said sum of \$2,961.41 shall constitute full accord and satisfaction of any and all claims by **Dynalectric Company** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$2,961.41 is being paid. Dynalectric Company specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynalectric Company** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynalectric Company** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$2,961.41 payment and additional additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynalectric Company** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynalectric Company's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynalectric Company** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynalectric Company** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynalectric Company** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynalectric Company** and its Surety payments or credits to the extent **Dynalectric Company** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that Dynalectric Company releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **Dynalectric Company** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

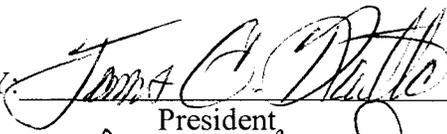
MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

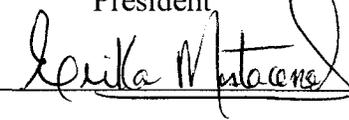
BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric Company

BY:  _____
President

Attest:  _____
Secretary

SEAL

6. Nothing herein shall imply that Dynalectric releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745B	Dynalectric	11096	\$455.00
745B	Dynalectric	11097	\$3,653.00
745B	Dynalectric	11102	\$4,508.00
745B	Dynalectric	11099	\$2,445.00
745B	Dynalectric	11103	\$771.00
745B	Dynalectric	11093	\$8,370.48
745B	Dynalectric	11098	\$2,729.00
745B	Dynalectric	11104	\$1,166.00
745B	Dynalectric	11015	\$1,475,038.80
745B	Dynalectric	11094	\$9,984.00
745B	Dynalectric	11095	\$64,193.00

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND DYNALECTRIC IN
CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT 745B
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 15th day of DECEMBER 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynalectric**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynalectric** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between the County, American Airlines, TAAT and **Dynalectric** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynalectric** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$9,984.00, Tracking No. 11094 (the "Certified Claim"); and

WHEREAS, the County and **Dynalectric** are desirous of settling **Dynalectric**'s Certified Claim for \$8,854.00. In agreeing to this amount, both County and Dynalectric have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynalectric** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynalectric** \$8,854.00.

2. Payment of said sum of \$8,854.00 shall constitute full accord and satisfaction of any and all claims by **Dynalectric** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$8,854.00 is being paid. Dynalectric specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynalectric** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynalectric** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$8,854.00 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynalectric** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynalectric's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynalectric** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynalectric** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynalectric** relating to the settlement herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynalectric** and its Surety payments or credits to the extent **Dynalectric** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. Nothing herein shall imply that Dynalectric releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.

7. Dynalectric acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

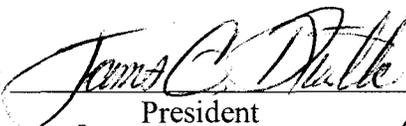
MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

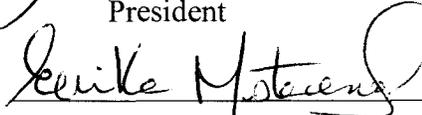
BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric

BY:  _____
President

Attest:  _____
Secretary

SEAL

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND Dynaletric
Company IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT
[745B]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 30th day of November, 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynaletric Company**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynaletric Company** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **Dynaletric Company** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynaletric Company** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$2,445.00, Tracking No. 11099 (the "Certified Claim"); and

WHEREAS, the County and **Dynaletric Company** are desirous of settling **Dynaletric Company's** Certified Claim for \$1,507.04. In agreeing to this amount, both County and Dynaletric Company have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynaletric Company** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynalectric Company** \$1,507.04.

2. Payment of said sum of \$1,507.04 shall constitute full accord and satisfaction of any and all claims by **Dynalectric Company** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$1,507.04 is being paid. Dynalectric Company specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynalectric Company** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynalectric Company** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$1,507.04 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynalectric Company** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynalectric Company's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynalectric Company** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynalectric Company** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynalectric Company** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynalectric Company** and its Surety payments or credits to the extent **Dynalectric Company** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that Dynalectric Company releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **Dynalectric Company** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

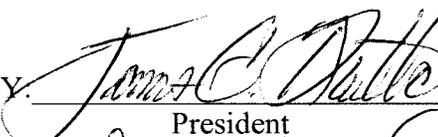
MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

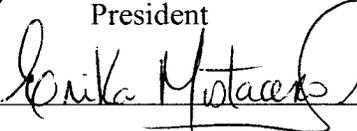
BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric Company

BY:  _____
President

Attest:  _____
Secretary

SEAL

6. Nothing herein shall imply that Dynalectric releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745B	Dynalectric	11096	\$455.00
745B	Dynalectric	11097	\$3,653.00
745B	Dynalectric	11102	\$4,508.00
745B	Dynalectric	11092	\$3,316.00
745B	Dynalectric	11103	\$771.00
745B	Dynalectric	11093	\$8,370.48
745B	Dynalectric	11098	\$2,729.00
745B	Dynalectric	11104	\$1,166.00
745B	Dynalectric	11015	\$1,475,038.80
745B	Dynalectric	11094	\$9,984.00
745B	Dynalectric	11095	\$64,193.00

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND Dynalectric
Company IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT
[745E]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 30th day of November, 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynalectric Company**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynalectric Company** for work to be performed on Project 745E BC-Infill Demo, C-Throat Connector Corridor, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **Dynalectric Company** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynalectric Company** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$3,304.00, Tracking No. 11106 ("Certified Claim"); and

WHEREAS, the County and **Dynalectric Company** are desirous of settling **Dynalectric Company's** Certified Claim for \$3,113.00. In agreeing to this amount, both County and Dynalectric Company have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynalectric Company** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynalectric Company** \$3,113.00.

2. Payment of said sum of \$3,113.00 shall constitute full accord and satisfaction of any and all claims by **Dynalectric Company** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$3,113.00 is being paid. Dynalectric Company specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynalectric Company** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynalectric Company** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$3,113.00 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynalectric Company** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynalectric Company's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynalectric Company** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynalectric Company** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynalectric Company** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynalectric Company** and its Surety payments or credits to the extent **Dynalectric Company** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that Dynalectric Company releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **Dynalectric Company** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

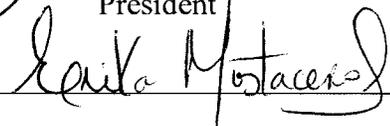
BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric Company

BY:  _____
President

Attest:  _____
Secretary

SEAL

6. Nothing herein shall imply that Dynalectric releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745E	Dynalectric	11105	\$1,524.00
745E	Dynalectric	11107	\$712.00
745E	Dynalectric	11108	\$951.00
745E	Dynalectric	11110	\$2,385.00
745E	Dynalectric	11013	\$976,155.00
745E	Dynalectric	11109	\$9,948.00
745E	Dynalectric	11111	\$8,676.00

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND Dynalectric
Company IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT
[745E]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 30th day of November 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Dynalectric Company**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Dynalectric Company** for work to be performed on Project 745E BC-Infill Demo, C-Throat Connector Corridor, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **Dynalectric Company** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Dynalectric Company** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for \$2,385.00, Tracking No. 11110 (the "Certified Claim"); and

WHEREAS, the County and **Dynalectric Company** are desirous of settling **Dynalectric Company's** Certified Claim for \$975.00. In agreeing to this amount, both County and Dynalectric Company have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Dynalectric Company** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Dynalectric Company** \$975.00.

2. Payment of said sum of \$975.00 shall constitute full accord and satisfaction of any and all claims by **Dynalectric Company** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$975.00 is being paid. Dynalectric Company specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **Dynalectric Company** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Dynalectric Company** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$975.00 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Dynalectric Company** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Dynalectric Company's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Dynalectric Company** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Dynalectric Company** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Dynalectric Company** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Dynalectric Company** and its Surety payments or credits to the extent **Dynalectric Company** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that Dynalectric Company releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **Dynalectric Company** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

Dynalectric Company

BY: James C. Dulle
President

Attest: Reiko Mostacera
Secretary

SEAL

6. Nothing herein shall imply that Dynalectric releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745E	Dynalectric	11105	\$1,524.00
745E	Dynalectric	11106	\$3,304.00
745E	Dynalectric	11107	\$712.00
745E	Dynalectric	11108	\$951.00
745E	Dynalectric	11013	\$976,155.00
745E	Dynalectric	11109	\$9,948.00
745E	Dynalectric	11111	\$8,676.00

**AGREEMENT FOR FINAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY, AMERICAN AIRLINES,
AND E.L.C.I. Construction Group IN CONNECTION WITH NORTH TERMINAL
DEVELOPMENT PROJECT 739F
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 12 day of Dec., 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **E.L.C.I. Construction Group**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **E.L.C.I. Construction Group** for work to be performed on Project 739F D-Extension Finish-Out, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between [County, American, TAAT] and **E.L.C.I. Construction Group** and its subs, in connection with the Project; and

WHEREAS, **E.L.C.I. Construction Group** and its subcontractors and suppliers have asserted and certified various claims against County and American under the County's False Claims Ordinance for work performed and materials delivered, including a certified claim for \$1,688.00, Tracking No. 11198 (the "Certified Claim"); and

WHEREAS, the County and **E.L.C.I. Construction Group** desire to settle **E.L.C.I. Construction Group's** Certified Claim for \$1,688.00. In agreeing to this amount, both County and E.L.C.I. Construction Group have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **E.L.C.I. Construction Group** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **E.L.C.I. Construction Group** \$1,688.00.

2. Payment of said sum of \$1,688.00 shall constitute full accord and satisfaction of the Certified Claim and any and all claims by **E.L.C.I. Construction Group** or any of its subcontractors or material suppliers relating to all work performed on the Project. **E.L.C.I. Construction Group** specifically waives any further compensation with respect to the Project.

3. In consideration of the payment by County to **E.L.C.I. Construction Group** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **E.L.C.I. Construction Group** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties with respect to the Project.

4. **E.L.C.I. Construction Group** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **E.L.C.I. Construction Group's** subcontractors or material suppliers that performed work on the Project. **E.L.C.I. Construction Group** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **E.L.C.I. Construction Group** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **E.L.C.I. Construction Group** relating to the settlement herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents for the Project as they may still be applicable; and
- (2) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (3) to enforce those provisions of the Contract Documents for the Project which specifically provide that they survive the completion of the work.

6. **E.L.C.I. Construction Group** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

7. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

8. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

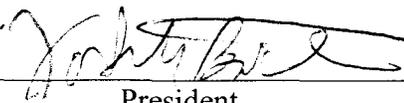
MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

E.L.C.I. Construction Group

BY:  _____
President

Attest: _____

Secretary

SEAL

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND MacGregor, USA IN
CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT [745B]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 12 day of December 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **MacGregor, USA**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **MacGregor, USA** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and **MacGregor, USA** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **MacGregor, USA** and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including a certified claim for a credit of \$(39,052.50), Tracking No. 11147 (the "Certified Claim"); and

WHEREAS, the County and **MacGregor, USA** are desirous of settling **MacGregor, USA's** Certified Claim for a credit of \$(39,052.50). In agreeing to this amount, both County and MacGregor, USA has compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **MacGregor, USA** agree as follows:

1. Within 90 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall receive a credit from **MacGregor, USA** of \$(39,052.50).

2. Credit of said sum of \$(39,052.50) shall constitute full accord and satisfaction of any and all claims by **MacGregor, USA** or any of its subcontractors or material suppliers relating to that portion of the work deleted on the Project for which \$(39,052.50) is being credited. MacGregor, USA specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to **MacGregor, USA** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **MacGregor, USA** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$(39,052.50) credit and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **MacGregor, USA** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **MacGregor, USA**'s subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **MacGregor, USA** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **MacGregor, USA** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **MacGregor, USA** relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **MacGregor, USA** and its Surety payments or credits to the extent **MacGregor, USA** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that MacGregor, USA releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **MacGregor, USA** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

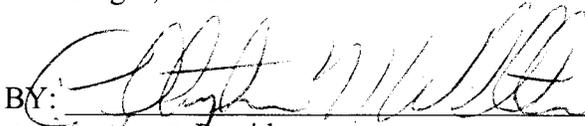
MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

MacGregor, USA

BY: 

Steven D. Lee President

Attest: 

~~Secretary~~

SEAL

6. Nothing herein shall imply that MacGregor (USA) Inc. releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
745B	MacGregor	11138	\$ 564.00
745B	MacGregor	11148	\$ 1,198.00
745B	MacGregor	11144	\$ 1,867.00
745B	MacGregor	11141	\$ 2,372.00
745B	MacGregor	11140	\$ 3,650.00
745B	MacGregor	11142	\$ 4,550.00
745B	MacGregor	11139	\$ 5,000.00
745B	MacGregor	11146	\$ 7,090.00
745B	MacGregor	11143	\$ 11,622.00

**AGREEMENT FOR PARTIAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI-DADE COUNTY AND THORNTON
CONSTRUCTION IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT
PROJECT (739F)
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 16th day of January 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and Thornton Construction, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with Thornton Construction for work to be performed on Project 739F D-Extension Finish-Out, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between TAAT and Thornton Construction and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, Thornton Construction and its subcontractors and suppliers have asserted and certified various claims against County and American for work performed and materials delivered, including certified claims for \$293,827.49, Tracking No. 11182, 11183, 11184 and 11185 (the "Certified Claim"); and

WHEREAS, the County and Thornton Construction are desirous of settling Thornton Construction's Certified Claim for ~~\$293,827.49~~. In agreeing to this amount, both County and Thornton Construction have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Thornton Construction agree as follows:

\$238,423.70 X (\$55,403.79 TO BE PAID PLUS AT LATTER DATE)

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to Thornton Construction \$293,827.49.

\$238,423.70 plus \$55,403.79 to be paid at later date.

2. Payment of said sum of ~~\$293,827.49~~ shall constitute full accord and satisfaction of any and all claims by Thornton Construction or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$293,827.49 is being paid. Thornton Construction specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto.

3. In consideration of the payment by County to Thornton Construction of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, Thornton Construction hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the ~~\$293,827.49~~ payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

\$238,423.70 plus \$55,403.79 to be paid at later date.

4. Thornton Construction shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of Thornton Construction's subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. Thornton Construction shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of Thornton Construction and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against Thornton Construction relating to the [settlement/partial settlement] herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from Thornton Construction and its Surety payments or credits to the extent Thornton Construction is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. **Nothing herein shall imply that Thornton Construction releases its remaining claims (See Attachment) up to the amount of the Certified Claim, except as provided in Paragraph 2 above.**

7. **Thornton Construction** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

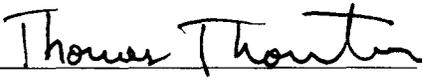
BY: _____
County Manager

ATTEST:

Deputy Clerk

Thornton Construction

BY:  _____
President

Attest:  _____
Secretary

SEAL

FEB 06 '07 26:06PM FACILITIES MANAGER

P.5

6. Nothing herein shall imply that Thornton Construction releases its remaining claims shown below to the amount of the Certified Claim, except as provided in Paragraph 2 above.

Project Number	Company Name	Tracking Number	Amount of Claim
739F	Thornton Construction	11186	\$ 174,318.22

739F Thornton Construction *SEE NOTE BELOW \$ 55,403.79

* At the request of Bert Maura, of MOAD LTD, THORNTON'S CLAIM OF \$293,827.49 will BE PAID WITHIN 14 DAYS OF SETTLEMENT LESS \$55,403.79 IN WHICH WILL BE PAID AT A LATER DATE.

TK

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**AGREEMENT FOR FINAL SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY, AMERICAN AIRLINES,
AND THORNTON CONSTRUCTION IN CONNECTION WITH NORTH TERMINAL
DEVELOPMENT PROJECT 739H
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 12th day of January, 2005 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Thornton Construction**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Thornton Construction** for work to be performed on Project 739H D-Extension Interior Finish-Out, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between County, American, TAAT and **Thornton Construction** and its subs, in connection with the Project; and

WHEREAS, **Thornton Construction** and its subcontractors and suppliers have asserted and certified various claims against County and American under the County's False Claims Ordinance for work performed and materials delivered, including certified claims for \$37,822.10, Tracking No. 11187, 11191, and 11192 (the "Certified Claim"); and

WHEREAS, the County and **Thornton Construction** desire to settle **Thornton Construction's** Certified Claim for \$37,822.10. In agreeing to this amount, both County and Thornton Construction have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Thornton Construction** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Thornton Construction** \$37,822.10.
2. Payment of said sum of \$37,822.10 shall constitute full accord and satisfaction of the Certified Claim and any and all claims by **Thornton Construction** or any of its subcontractors or material suppliers relating to all work performed on the Project. Thornton Construction specifically waives any further compensation with respect to the Project.
3. In consideration of the payment by County to **Thornton Construction** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Thornton Construction** hereby releases the County and American Airlines and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties with respect to the Project.
4. **Thornton Construction** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by TAAT, or any sureties, or any of **Thornton Construction's** subcontractors or material suppliers that performed work on the Project. **Thornton Construction** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
5. Subject to the County's reservation of rights expressed below which includes enforcement of **Thornton Construction** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Thornton Construction** relating to the settlement herein. However, such payment is made without prejudice to the County's rights as follows:
 - (1) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents for the Project as they may still be applicable; and
 - (2) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
 - (3) to enforce those provisions of the Contract Documents for the Project which specifically provide that they survive the completion of the work.
6. **Thornton Construction** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.
7. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.
8. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in

connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

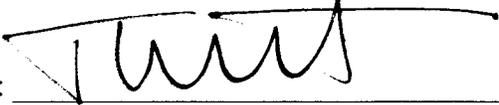
IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

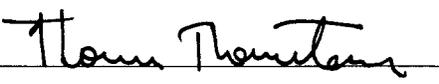
BY: _____
County Manager

ATTEST:

Deputy Clerk

Thornton Construction
BY: 

President

Attest: 

Secretary

SEAL

**AGREEMENT FOR SETTLEMENT, RELEASE AND
WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY AND WEATHERTROL
MAINTENANCE CORPORATION IN CONNECTION WITH NORTH TERMINAL
DEVELOPMENT PROJECT [745B]
MIAMI INTERNATIONAL AIRPORT**

This Agreement is entered into this 2nd day of February 2006 between Miami-Dade County, a political subdivision of the State of Florida ("County") and **Weathertrol Maintenance Corporation**, a Florida corporation.

WHEREAS, the County, as the owner of Miami International Airport, and had entered into a Lease Construction and Financing Agreement with American Airlines, Inc. ("American"), which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as North Terminal Development Project ("NTD Project"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Project; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT subcontracted with **Weathertrol Maintenance Corporation** for work to be performed on Project 745B BC-Infill Building Shell, at Miami International Airport ("Project"); and

WHEREAS, several disputes have arisen between and among the County, American, TAAT and **Weathertrol Maintenance Corporation** and its subs, including disputes as to delay impacts, unresolved change orders and contract balances, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Weathertrol Maintenance Corporation** and its subcontractors and suppliers have submitted and certified a claim for contract balance and final payment on Project 745B in the amount of \$576,839.18 against the County and American which was previously assigned Claim Tracking No. 11221 (the "Certified Claim"); and

WHEREAS, the County and **Weathertrol Maintenance Corporation** are desirous of settling **Weathertrol Maintenance Corporation's** Certified Claim for \$537,248.18 subject to the terms of this agreement. In a greeting to this amount, both County and Weathertrol Maintenance Corporation have compromised their positions in good faith;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and **Weathertrol Maintenance Corporation** agree as follows:

1. Within 14 days from the effective date of this settlement agreement fully and properly executed by both parties, the County shall pay to **Weathertrol Maintenance Corporation** \$537,248.18.

2. Payment of said sum of \$537,248.18 shall constitute full accord and satisfaction of the Certified Claim any and all claims by **Weathertrol Maintenance Corporation** or any of its subcontractors or material suppliers relating to that portion of the work performed on the Project for which \$537,248.18 is being paid. Weathertrol Maintenance Corporation specifically waives any further compensation for additional work arising out of or relating to the Certified Claim and the work relating thereto. Notwithstanding the foregoing, the parties Agree that Weathertrol's right to \$39,600.00 of the original Certified Claim amount that was withheld.

3. In consideration of the payment by County to **Weathertrol Maintenance Corporation** of the amount stated in Paragraph 1 above and the mutual covenants in this settlement agreement, **Weathertrol Maintenance Corporation** hereby releases the County, American and their respective officers, directors, parents, employees, agents, sureties, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and waives and relinquishes any and all claims, direct and indirect, interest, disputes or causes of action it has or may have, whether known or unknown, against the Released Parties relating to the \$537,248.18 payment and additional work arising out of or relating to the Certified Claim and the work relating thereto.

4. **Weathertrol Maintenance Corporation** shall indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by or against any of them, or any sureties, or any of **Weathertrol Maintenance Corporation's** subcontractors or material suppliers that performed work on the Project, relating to the Certified Claim or payment being made herein. **Weathertrol Maintenance Corporation** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

5. Subject to the County's reservation of rights expressed below which includes enforcement of **Weathertrol Maintenance Corporation** and its Surety's obligations under the Consent of Surety to Requisition Payment, a copy of which is attached hereto as Exhibit "A", the County releases and waives any claims it has against **Weathertrol Maintenance Corporation** relating to the settlement herein. However, such payment is made without prejudice to the County's rights as follows:

- (1) to obtain from **Weathertrol Maintenance Corporation** and its Surety payments or credits to the extent **Weathertrol Maintenance Corporation** is found liable for failing to timely and properly complete its work or for liquidated damages pursuant to the Contract Documents for having caused delays to the Project; and
- (2) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and
- (3) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work.

6. Nothing herein shall imply that Weathertrol Maintenance Corporation releases the claims identified on Exhibit B (attached hereto and incorporated by reference herein) up to the certified amount of each such claim, except as provided in Paragraph 2 above.

7. Weathertrol Maintenance Corporation acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

8. The parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability.

9. This settlement agreement, and each and every term and provision thereof, shall be subject to the express approval of the Board of County Commissioners. For all purposes in connection with the settlement agreement, the "Effective Date" of this settlement agreement shall be the day of which the last of the following events have occurred: (a) execution of this settlement agreement by all parties and, (b) approval of this settlement agreement by the Commission, and expiration of any reconsideration period.

IN WITNESS WHEREOF, the parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

ATTEST:

Deputy Clerk

Weathertrol Maintenance Corporation

BY: _____
President

Attest: _____
Secretary

SEAL

**EXHIBIT A
CONSET OF SURETY**

Please attach your original consent of surety here.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

BOND NO. S-900-4331

PROJECT: **MIAMI INTERNATIONAL AIRPORT, B-C INFILL BUILDING NORTH TERMINAL**
(name, address)

TO (Owner)

**MIAMI-DADE AVIATION DEPARTMENT
P.O. BOX 592075
MIAMI, FL 33159**

ARCHITECT'S PROJECT NO:
CONTRACT FOR: **HVAC, MECHANICAL AND
PLUMBING**

CONTRACT DATE: **MARCH 15, 2002**

CONTRACTOR: **WEATHERTROL MAINTENANCE CORPORATION
7250 NE 4TH AVENUE
MIAMI, FL 33138**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

**WASHINGTON INTERNATIONAL INSURANCE COMPANY
1200 ARLINGTON HEIGHTS ROAD, SUITE 400
ITASCA, IL 60143**

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

**WEATHERTROL MAINTENANCE CORPORATION
7250 NE 4TH AVENUE
MIAMI, FL 33138**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

**MIAMI-DADE AVIATION DEPARTMENT
P.O. BOX 592075
MIAMI, FL 33159**

, OWNER,

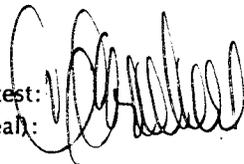
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **12TH** day of **JANUARY** ~~XX~~ **2006**

WASHINGTON INTERNATIONAL INSURANCE COMPANY
Surety Company

Signature of Authorized Representative **JOHN W. CHARLTON**

ATTORNEY-IN-FACT
Title

Attest:
(Seal): 

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

JOHN W. CHARLTON and D.W. MATSON,III

jointly or severally

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of: TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney, and to attach therein the seal of the Company; and it is

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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Paul D. Amstutz

Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



By Steven P. Anderson

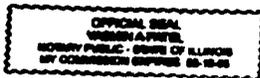
Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14 day of April, 20 03

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of DuPage ss:

14 day of April, 20 03, before me, a Notary Public, personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of, and acknowledged said instrument to be the voluntary act and deed of, their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary Public

I, James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company and the Assistant Secretary of North American Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12TH day of JANUARY, 2006

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

EXHIBIT B
CLAIMS NOT WAIVED OR RELEASED UNDER THIS AGREEMENT

Project Number	Company Name	Tracking Number	Certified Amount of Claim
745B	Weathertrol	11152	\$ 1,843.00
745B	Weathertrol	11221	\$ 576,839.18

Tracking ID: 11221