MEMORANDUM

Date: December 2, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(Q)(1)(E)

From: George M. Burgess
County Manager

Subject: Change Order for Seaport Deepwater Infrastructure Development by Construction Manager at Risk - Project No: E01-SEA-03; Contract No: CM02-SEA-01, to CENTEX ROONEY CONSTRUCTION COMPANY INC

Recommendation

The attached Change Order No: 3 (FINAL) on a contract between BALFOUR BEATTY CONSTRUCTION, LLC (CENTEX ROONEY CONSTRUCTION COMPANY, INC.) and Miami-Dade County has been prepared by Miami-Dade Seaport Department and is recommended for approval.

CHANGE ORDER NUMBER: 3

Scope

PROJECT NAME:	Seaport Deepwater Infrastructure Development by Construction Manager at Risk
PROJECT NO:	E01-SEA-03
CONTRACT NO:	CM02-SEA-01
PROJECT DESCRIPTION:	Deepwater Seaport Infrastructure Development - this is a CM at Risk contract to construct various projects on a fast track schedule in accordance with construction documents provided by the Seaport Department. Projects include: marine and mooring improvements (CONS-1), container yard improvements (CONS-3), crane electrification (CONS-2) and INS lease improvements to Cruise Terminal 7 (CONS-4).
PROJECT LOCATION:	Port of Miami
PRIMARY COMMISSION DISTRICT:	District 5 Bruno A. Barreiro
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Miami-Dade Seaport Department

MANAGING DEPARTMENT: Miami-Dade Seaport Department

Fiscal Impact / Funding Source

CHANGE ORDER FUNDING SOURCE: This is a credit change order. No additional funding is being requested.

PTP FUNDING: No

GOB FUNDING: No

CHANGE ORDER DESCRIPTION: Change Order No. 3 (FINAL) is a reduction (credit to the County) of $19,134,863.62 in the total GMP contract amount and a non-compensable time extension of 21 days. This change order formally closes-out and reconciles project expenditures including: guaranteed maximum prices, additional scope items, scope reduction and deletion items, owner direct purchases, tax exempt savings, and project savings.

MONETARY JUSTIFICATION: This is a credit change order. No additional funding is being requested.

TIME JUSTIFICATION: A time impact analysis determined that the Contractor was due an excusable non-compensable time extension of 21 calendar days to complete the project due to the shortage of asphalt materials and adverse weather related delays at no fault of the CM or Owner; thus, no funds for the 21 day extension are being added to the Contract Sum. Notice to Proceed on this contract was issued on July 6, 2004 and substantial completion was achieved April 12, 2006.

	Original Contract Values	Previous Adjustments To Values	This Change Order Values	Current Totals	Total Paid	Balance After Change Order
BASE:	$39,929,229.00	$0.00	($18,667,864.05)	$21,261,364.95	$20,688,621.10	$572,743.85
CONTINGENCY:	$1,996,462.00	$0.00	$0.00	$1,996,462.00	$1,996,462.00	$0.00
DEDICATED:	$515,587.00	$0.00	($466,999.57)	$48,587.43	$48,587.43	$0.00
TOTALS:	$42,441,278.00	$0.00	($19,134,863.62)	$23,306,414.38	$22,733,670.53	$572,743.85

	Original Contract Duration	Previous Adjustments To Duration	This Change Order Duration	Current Totals
BASE DURATION:	504	120	21	645
CONTINGENCY:	0	0	0	0
TOTAL DURATION:	504	120	21	645

INITIATING FACTOR(S) FOR CHANGE ORDER

Reason	Cost	Duration
Other	($19,134,863.62)	21
Total:	($19,134,863.62)	

Track Record / Monitor

PERFORMANCE RECORD:	There are no performance ratings in the Capital Improvements Information System on the contractor; however, the contractor's overall performance on this project was satisfactory.
PRIME CONTRACTOR:	CENTEX ROONEY CONSTRUCTION COMPANY INC
COMPANY PRINCIPAL:	Raymond C. Southern, CEO Albert J. Petrangeli, President Gary P. Esporrin, Executive Vice President Gary W. Glenewinkel, Executive Vice President J. Michael Wood, Executive Vice President Herbert "Ted" Adams, Senior Vice President W. Brooks Gilmore, Senior Vice President Morgan D. King, Senior Vice President Robert S.aker, Jr., Senior Vice President Jack Carr, Vice President Ron D. Dunn, Senior Vice President David E. Hamlin, Senior Vice President W. Michael Little, Senior Vice President
COMPANY QUALIFIERS:	Raymond C. Southern, CEO
COMPANY EMAIL ADDRESS:	gserrano@balfourbeattyus.com
COMPANY STREET ADDRESS:	6100 Blue Lagoon Drive Suite 180
COMPANY CITY-STATE-ZIP:	Miami, Fl 33126
YEARS IN BUSINESS AT TIME OF AWARD:	70
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD:	One (1) agreement, A01-PARK-09 for approximately $278,437 in Pre-Construction Services Fees during the last five (5) years.
SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	Critical Path Services C&C Waste Removal, Inc. Florida Fence Rental, Inc. Resun Leasing, Inc. Bottomley Aviation, Inc. d/b/a Smith Aerial Photo Shoreline Foundation, Inc. Spencer, White & Prentis Foundation Corp. Central Florida Equipment Rentals, Inc. Solentache, Inc. Preservation Services, Inc. East Coast Cranes & Electrical Contracting, Inc.

Fisk Electric Company
American Engineering & Development Corp.
APAC-Southeast, Inc.
Solares Electrical Services, Inc.

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**TYPE**	**GOAL**	**ESTIMATED VALUE**	**ACHIEVED**
	CSBE	1.61%	$675,003.63	$1,134,052 Exceeded Goals
CONTRACT MANAGER NAME/PHONE/EMAIL:	Maria Cerna		(305) 347-4916	MCerna@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Frank Ramirez		(305) 347-4973	Rfrank@miamidade.gov

Background

BACKGROUND:

On November 5, 2003, the County executed a Professional Services Agreement with Centex Rooney Construction Company, Inc. as a Construction Manager at Risk Contract. The total contract sum amount was $42,441,278. This amount was comprised of an Initial Guaranteed Maximum Price (IGMP) of $39,929,229 for the cost of the work and $2,512,049 for contingency and dedicated allowance accounts. The Agreement was awarded pursuant to the Expedite Ordinance – No. 00-104 for construction of various infrastructure improvements. Projects included marine and mooring improvements, container yard improvements, crane electrification, and terminal lease improvements.

This final Change Order represents a reduction of $19,134,863.62 to the total amount of the originally approved contract sum of $42,441,278 and grants the Construction Manager a non-compensable time extension of twenty-one (21) calendar days.

The total amount of the reduction in the contract sum is specified below and it summarizes all of the project expenditures including: guaranteed maximum prices, owner's contingency, scope reduction, owner direct purchases, tax exempt savings, and project savings:

1. Difference between IGMP and GMP ($2,291,648)

The Construction Manager at Risk Agreement was awarded with an Initial Guaranteed Maximum Price (IGMP) in the amount of $39,929,229.00 and the negotiated Guaranteed Maximum Price (GMP) for the four (4) project components and one (1) bid item for General Conditions, comprising the project components and bid Item as contained in the Agreement totaled $37,637,581.00, thus a net difference in the deductive amount of $2,291,648.00.

2. Scope Reduction ($5,381,688.06)

During the course of construction, it became necessary to deduct and reduce certain work from the original scope of the project. These deductions came as a result of value engineering analysis, requests by the end user or property tenant, unavailability of the project site, impact due to interruptions to businesses, potential cost of construction delay, potential costs to extend the project completion date, etc. For example, project cancellations pertaining to Bid Item No. 1 - Marine and Mooring Improvements, Bid Item No. 2 - Crane Electrification and Bid Item No. 3 - Container Yard Development Phase II were deemed necessary by the Seaport due to the tenant's inability to release land areas needed to make planned improvements in a timely manner. Bid Item No. 4 - Lease Improvements in Terminal 7 was cancelled in its entirety due to budget and time constraints, but incurred costs for pre-construction services. The total amount being credited for scope deletions and reductions for certain project components not completed, reduced or deleted from the Contract Sum is $5,381,688.06. A summary of the deduction to the project scope is shown in Exhibit 1- "Final Financial Reconciliation Summary" and these deductions and reductions are further detailed in Exhibit 4 "Project Scope Deletion and Reduction Log".

3. Owner's Project Savings ($2,133,273.26)

The "Construction Manager at Risk" contract is a method of construction where the Construction Manager participates in negotiation of sub-contracts and value engineering. The Contract provided for the County and the Construction Manager to split any savings realized from the GMP at the rate of 75% plus allowance (County) and 25% (CM). The final project savings realized at the completion of this contract is $3,856,553.86. This amount is to be shared by the Construction Manager and the Owner. The Owner's recognized portion of the total project savings (75%) plus allowance is $2,998,023.81. The contract stipulates that savings be transferred to the Owner's Change Allowance Account and may be utilized by the owner for changes in the work. The total amount used from the Owner's Change Allowance Account is $864,750.55. This amount was used for unforeseen field conditions, time delays, Owner's requested changes, general conditions, job conditions and increases in the materials caused by project's delays. The unused portion of this allowance account in the amount of $2,133,273.26 is being deducted from this contract.

4. Owner's Contingency Allowance Account

During the course of construction, the Seaport used the Owner's Contingency Allowance Account to authorize and execute scope changes and time extensions that resulted from numerous

unforeseen field conditions, time delays, and Owner requested changes. A summary of the expenditures is shown in Exhibit 1 of the change order - "Final Change Order Reconciliation Summary" and in Exhibit 2 "Owner's Contingency / Change Allowance Usage Log". The Owner's Contingency Allowance Account was depleted.

5. Dedicated Allowance Accounts ($466,999.57)

The following dedicated allowance accounts were included in the agreement and established for the purposes of funding the cost of permits, inspector general fees and the independent private sector inspector general (IPSIG). It is requested that the inspector general fee be deducted in full as it was not deducted from the Construction Manager's payments, but rather done through inter-departmental journal entries. The requirement to maintain an IPSIG allowance account was eliminated by the Board, therefore the entire amount is being credited. The unused portion of the permit allowance account is being credited back into the contract.

6. Owner Direct Purchase Program & Tax Savings ($8,861,254.73)

On February 3, 2004, the Board approved resolution No. R-174-04, waiving formal bid procedures and allowing the County to make direct purchases of building materials, supplies, and equipment in connection with the project. Owner Direct Purchases (ODP) and the associated sales tax are deleted from the contract sum. ODP for building materials, supplies, and equipment total $8,358,212.02 and the associated tax savings total $503,042.71. The cost of materials was directly paid to suppliers by the Seaport and although it reduces the contract sum, it does not change the actual cost to the project. As a result of the ODP program the County was able to save $503,042.71 in sales tax.

7. Time Extension Justification

During the course of the Work, the Construction Manager requested a time extension of 110 calendar days. This request was predicated on Article 10.1.3 of the Agreement between Owner and Construction Manager. In addition, the Seaport requested that an additional 10 calendar days be added (total of 120) to the Contract Time as Owner's contingency, to account for any future unforeseen conditions.

Change Order Nos. 1 and 2 to the Agreement extended the contract time by 120 calendar days from November 22, 2005 to March 22, 2006. The Construction Manager was granted 110 calendar days, and 10 calendar days were reserved in Owner's contingency. Commensurate with the authorized 110 calendar days (plus 10 calendar days in Owner's contingency), the Construction Manager requested additional funds be allocated to the Construction

Manager's General Conditions GMP in the amount of $626,844.00 to cover, if needed, provable costs associated with additional Core General Conditions, Job Conditions, and Insurance Premiums Allowances.

Subsequently, the Construction Manager (CM) was unable to substantially complete the project within the authorized 110 day time extension granted to the CM through Change Orders No. 1 and 2; thus, an additional 31 day time extension is being requested by the Construction Manager. The Seaport found merit to the requested extension; thus, the Seaport and the Construction Manager agreed to a 31 day time extension with 10 days compensable and 21 days excusable non-compensable as defined under the terms of the Agreement. The subsequent time extension, if approved, would establish a new substantial completion date of April 12, 2006.

The 10 Contingency days granted to the Construction Manager were deemed to be compensable and thus the GMP was increased in the amount of $32,884.38. The remaining 21 day request for time extension has been deemed to be excusable non-compensable due to the shortage of asphalt materials and adverse weather related delays at no fault of the CM or Owner; thus, no funds ($0.00) for the 21 day extension were added to the Construction Manager's GMP.

The project reached substantial completion on April 12, 2006; however, the Seaport could not issue a final acceptance due to disputed workmanship and unresolved Change Authorizations (scope increases, delay claims, and scope reductions credits). From June 2006 through December 2006 the Seaport and the Construction Manager studied and determined a resolution for the disputed workmanship. From January 2007 through August 2007 all outstanding Change Authorizations were negotiated and approved, thus the payment process commenced. All the disputed workmanship was corrected by December 2007 and release of retainage was processed. The Seaport thereafter reconciled the total costs and savings required for preparation of the Final Change Order. This Third and Final Change Order recommends the reduction to the Contract Sum by $19,134,863.62 resulting in a revised contract Sum of $23,306,414.38.

BUDGET APPROVAL FUNDS AVAILABLE:	**OSBM DIRECTOR**	**DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**COUNTY ATTORNEY**	**DATE**
CAPITAL IMPROVEMENTS CONCURRENCE:	**OCI DIRECTOR**	**DATE**
	ASSISTANT COUNTY MANAGER	**DATE**
CLERK DATE		**DATE**

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(Q)(1)(E)

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
Veto _____
Override _____

Agenda Item No. 8(Q)(1)(E)
12-2-08

RESOLUTION No. _____

RESOLUTION APPROVING CHANGE ORDER NO. 3 (FINAL) TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BALFOUR BEATTY CONSTRUCTION, LLC AUTHORIZING 21 DAYS OF NON-COMPENSABLE TIME EXTENSION, AUTHORIZING THE REDUCTION OF TOTAL CONTRACT SUM IN THE AMOUNT OF $19,134,863.62 RELATED TO THE SEAPORT DEEPWATER INFRASTRUCTURE DEVELOPMENT BY CONSTRUCTION MANAGER AT RISK, CONTRACT NO. CM02-SEA-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT

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:

Section 1. Approves the assignment of the Professional Services Agreement to Balfour Beatty Construction, LLC and authorizes the County Mayor or County Mayor's designee to execute any documents necessary to approve and complete the assignment and assumption.

Section 2. Approves Change Order No. 3 (Final) to the Professional Services Agreement between Miami-Dade County and Balfour Beatty Construction, LLC; authorizing 21 days of non-compensable time extension, authorizing the reduction of total contract sum in the amount of $19,134,863.62 related to the Seaport Deepwater Infrastructure Development by Construction Manager at Risk, Contract No. CM02-SEA-01; in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County.

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

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. 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.

Jess M. McCarty

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2008

To: Bill Johnson, Director
Miami Dade County Seaport

From: Penelope Townsley, Director
Department of Small Business Development

Subject: Project No. CM02-SEA-01, Change Order No. 3 (Final)

The subject project was reviewed by the Department of Small Business Development (SBD) for compliance with the following sections of the Code of Miami-Dade County - the Community Small Business Enterprise (CSBE) Program and the Responsible Wage and Benefits Ordinances, §10-33.02 and 2-11.16. Change Order No. 3 reduces the contract amount by $19,134,863.62 (credits to the County) from $42,441,278.00 to $23,306,414.38 of the total Guaranteed Management Price contract amount.

This project was awarded as five (5) project component bid items (CM Services and Bid Items #1 through #4). The CSBE participation measures were as follows: CM Services: 9%, Bid Items #1 and #2: no measures, Bid Item #3: 5%, and Bid Item #4: Level 2 Set-Aside. At the time of bid, Centex – Rooney Construction Company, Inc. (Centex) committed to utilize one (1) CSBE firm to meet the 9% CSBE participation measure on the CM Service contract, one (1) CSBE firm on Bid Item #2 (although there was no measure on that bid item), and five (5) CSBE firms on Bid Item #3 to meet the 5% CSBE participation measure. The Final Monthly Utilization Report (MUR) for March 6, 2008 reports payments valued at $164,481.00 or 11% for CM Services, $259,746.70 or 4% for Bid Item #2, and $662,602.00 or 10% for Bid Item #3. Bid Item #4 was canceled by Seaport. Based on the total paid to date, the CSBE participation measures have been met and exceeded.

Please do not hesitate to contact me at 305-375-3134 if you need additional information.

c: Alice Hidalgo-Gato, CRC Division Director, SBD
Betty Alexander, BPD Division Director, SBD
Patrice King, Administrative Officer, SBD

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Find Contracts With Search String ==> | Projects

Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Monday, October 20, 2008

All Contracts for FEIN 590605016

CENTEX ROONEY CONSTRUCTION COMPANY INC

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
1	PR	CON	21040498001	Carol City Community Center	CENTEX ROONEY CONSTRUCTION COM	12/3/2004	$278,438	9/21/2005	100% / Closed
5	SP	CON	CM02-SEA-01	Seaport Deepwater Infrastructure Development by Cons	CENTEX ROONEY CONSTRUCTION COM	4/12/2006	$21,261,365	9/22/2008	99% / Work Complete: Pending Change
					Totals:	2	$21,539,803		

* Yellow Status=Inactive Contract

Contracts Status View | Exit | Projects | Goto Top

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY

Firm History Report

(excluding A&E)

From: 11/03/1998 **To:** 11/03/2003

FIRM NAME: CENTEX - ROONEY CONSTRUCTION CO, INC.
7901 SW 6 Ct
Plantation, FL 33324

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
* A01-PARK-09 (21040498001)	1	PR	GOAL CSBE 15%	06/04/2002	$278,437.50	$194,204.00 08/10/2006	$194,524.45	11/01/2004	* CRITICAL PATH SERVICES, INC. - $30,628.13 * POINCIANA DEVELOPMENT GROUP, INC. - $0.00
CAROL CITY Y.E.S. CENTER BUILDING (SIC 15)									
Change Order # 1									
					$278,437.50				
CM02-SEA-01	1	SP	GOAL CSBE 9%	10/27/2003	$6,082,732.00	$27,032,466.10 11/29/2006	$11,030,049.21	05/05/2006	* C & C WASTE REMOVAL, INC. - $0.00 * CRITICAL PATH SERVICES, INC. - $477,183.69 * FLORIDA FENCE RENTAL, INC. - $0.00 * INDUSTRIAL DIVERS CORP, INC. - $0.00 * POINCIANA DEVELOPMENT GROUP, INC. - $0.00 * SHORELINE FOUNDATION, INC. - $0.00 * VIKING DIVING SERVICES, INC. - $0.00
SEAPORT DEEPWATER INFRASTRUCTURE DEVELOPMENT/CONSTRUCTION MANAGEMENT WITH DESIGN BUILD RESPONSIBILITY (SIC 15)									
Change Order # 1		60 days			$0.00				
Change Order # 2	MAR-07-06	60 days			$0.00				
Change Order # 3					-$2,018,951.11				
					$4,063,780.89				

Total Award Amount	**$6,361,169.50**
Total Change Orders Approved by BCC	**$0**
	$6,361,169.50
Total Change Orders Approved After Requested Date Range	**$0.00**
Total Change Orders Pending	**-$2,018,951.11**
	$4,342,218.39

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DOCUMENT 01028-CO

MIAMI-DADE COUNTY - CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO. 3 (FINAL) **PROJECT NO.** CM02-SEA-01 **DATE:** August 6, 2008
PROJECT TITLE: Construction Manager at Risk for Various Projects for Deepwater Port Infrastructure Development
TO CONSTRUCTION MANAGER: Balfour Beatty Construction, LLC (Previously: Centex Construction, LLC)
ADDRESS: 6100 Blue Lagoon Drive, Suite 180, Miami, FL 33126

YOU ARE HEREBY REQUESTED TO MAKE THE CHANGES DESCRIBED ON THE DOCUMENT(S) ATTACHED HERETO, TO THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

The Construction Manager expressly agrees that this Change Order to the Contract is full and complete satisfaction of any and all claims for extra costs or additional time the Construction Manager has or may have for acts or omissions from the inception of this project to the date of execution of this Change Order by the Contractor. The Construction Manager waives and releases the Owner of liability for any and all claims it presently has or may discover it has against the Owner and its officers and employees for any direct costs, damages, and liabilities resulting from changes to the work or additional work performed by the Construction Manager up to and including the date of this Change Order. The Construction Manager agrees to indemnify, defend and hold harmless the Owner from any and all claims its subcontractors have or may have against the Owner for delays, damages or additional compensation for work materials supplied to the project up to and including the date of this Change Order.

SUMMARY OF CONTRACT AMOUNT

ORIGINAL IGMP CONTRACT SUM (Ref. Article 7.1.2)	$	42,441,278.00
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED	$	0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	$	42,441,278.00
COST OF CONSTRUCTION CHANGES THIS CHANGE ORDER	$	-19,134,863.62
ADJUSTED IGMP CONTRACT SUM INCLUDING THIS CHANGE ORDER	$	23,306,414.38

PERCENT INCREASE THIS CHANGE ORDER -45%
TOTAL PERCENT INCREASE TO DATE -45%

EXTENSION OF THE CONTRACT TIME ALLOWED 21 **CALENDAR DAYS TO** April 12, 2006

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit of competitive bidding; and that the time extension or compensation for time being granted, if applicable, is reasonable, accurate and in keeping with the actual progress of the work.

SIGNATURE CONSULTING ARCHITECT/ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

SEAPORT DEPARTMENT — 6432111/6432151, 6432071 6430531, 6434891 FUNDS BUDGETED CODE — CERTIFIED BY

ACCEPTED BY: Contractor — Date 8/8/08

Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland/Zurich American Insurance Company

Normandy Sutton, Surety Attorney-in-Fact
FL Non-Resident License No. 0088833

APPROVED: Budget Director — Date 10/9/08

APPROVED FOR LEGAL SUFFICIENCY: COUNTY ATTORNEY'S OFFICE

RECOMMENDED: Chief, Construction Management

MIAMI-DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

APPROVED: Asst. Director, Capital Development 8/14/08

By: County Manager 8/19/08

ATTEST:

APPROVED: Seaport Director

By: Deputy Clerk

APPROVED: DBD Director 10/6/08

DOCUMENT 01028-CO

MIAMI-DADE COUNTY

DOCUMENT 01028-CO

MIAMI-DADE COUNTY
CHANGE ORDER TO THE ORIGINAL CONTRACT

ATTACHMENT TO:

CHANGE ORDER NO. 3 (FINAL) PROJECT NO. CM02-SEA-01 DATE: August 6, 2008
PROJECT TITLE: Construction Manager at Risk , Various Projects for Deepwater Port Infrastructure Development

INTRODUCTION

On November 12, 2003, The Miami-Dade County Seaport Department (Owner) entered into a Construction Manager at Risk Agreement for Various Projects for Deepwater Port Infrastructure Development, Project No. CM02-SEA-01. The Project comprised of five (5) Project Components (Bid Items) which consisted of the following:

1. Bid Item No. 1 Marine and Mooring Improvements
2. Bid Item No. 2 Crane Electrification
3. Bid Item No. 3 Container Yard Development and Improvements Phases 1 and 2
4. Bid Item No. 4 Terminal 7 Lease Improvements
5. Bid Item No. 5 Construction Managers' General Conditions

The original Contract Sum to perform the Work was awarded to Balfour Beatty Construction LLC (formally Centex Construction, LLC), as the Construction Manager at Risk (Construction Manager) in the amount of $42,441,278.00. The original Contract Sum included the Construction Managers' Initial Guaranteed Maximum Price to perform the Work, an Owner's Contingency Allowance Account, a Permit Allowance Account and separate Allowance Accounts for the Inspector General and Private Inspector General.

This Change Order No. 3 (Final) is the Seaport's final submission to the Miami-Dade County Board of County Commissioners to formally close-out and reconcile the Various Projects for Deepwater Port Infrastructure Development, Project No. CM02-SEA-01. This Change Order No. 3 (Final) summarizes all of the project expenditures including: guaranteed maximum prices, additional scope items, scope reduction and deletion items, owner direct purchases, tax exempt savings, and project savings. This Change Order also extends the contract time by an amount of twenty-one (21) calendar days.

The following Exhibits are herein attached and are hereby made part of this Change Order No. 3 (Final).

Exhibit 1 - Project Final Reconciliation Summary
Exhibit 2 - Owners' Contingency / Owner's Change Allowances Usage Log
Exhibit 3 - Permit Allowance Usage Log
Exhibit 4 - Project Scope Reduction / Deduction Log
Exhibit 5 - Owner Direct Purchases/Sales Tax Savings Log,
Exhibit 6 – Project Duration and Completion Dates Log

This Change Order also addresses an extension to the Contract Time and specifically grants the Construction Manager a total of twenty-one (21) non-compensable additional calendar days to complete the Project.

ITEM NO.	DESCRIPTION	AMOUNT

1. *Initial* Guaranteed Maximum Price (IGMP) $39,929,229.00

Description

The Initial Guaranteed Maximum Price (IGMP) is defined by Article 1 of the Agreement between the Owner and the Construction Manager as " the amount guaranteed by the Construction Manager to be sufficient and not be exceeded, to pay the; Construction Manager's Fee, General Conditions and Cost of the Work for each Project Component and the Project. As may be increased or decreased by additive or deductive Change Orders, respectively". Project No. CM02-SEA-01 was awarded with an Initial Guaranteed Maximum Price (IGMP) in the amount of $39,929,229.00. A financial summary of Project Components is shown in Exhibit 1- "Final Change Order Reconciliation Summary"

2. Guaranteed Maximum Price (GMP) $37,637,581.00

Description

The Guaranteed Maximum Price (GMP) is defined by Article 1 of the Agreement between the Owner and the Construction Manager as the maximum amount payable to the Construction Manager by the Owner under these Contract Documents for each Project Component and for the Project, unless increased or decreased by Change Order. The GMP for each Project Component and the Project will not exceed the Initial Guaranteed Maximum Price (IGMP) for each Project Component and the Project. The Seaport and the Construction Manager negotiated Guaranteed Maximum Prices (GMP) in the amount of $37,637,581.00. A financial summary of Project Components is shown in Exhibit 1- "Final Change Order Reconciliation Summary"

3. Difference between the IGMP and GMP Deductive ($2,291,648.00)

Description

The Construction Manager at Risk Agreement for Various Projects for Deepwater Port Infrastructure Development, Project No. CM02-SEA-01 was awarded with an Initial Guaranteed Maximum Price (IGMP) in the amount of $39,929,229.00 and the negotiated Guaranteed Maximum Price (GMP) for the Project totaled $37,637,581.00, thus a net difference in the deductive amount of $2,291,648.00.

It is the Seaport Departments' request that the net difference between the Initial Guaranteed Maximum Price (IGMP) and the Guaranteed Maximum Price (GMP) for the four (4) Project Components and one (1) Bid Item for General Conditions, comprising the Project components and Bid Item as contained in the Agreement be deleted from the original Contract Sum in the amount of $2,291,648.00.

4. Scope Reductions Deductive ($5,381,688.06)

Description

During the course of construction, it became necessary to deduct and reduce certain works from the original scope of the project. These deductions are as a result of; a value engineering (VE) analysis, desires by the end user or property tenant, unavailability of the project site, impact due to interruptions to businesses, potential cost of construction delay, potential costs to extend the project completion date, etc. For example, project cancellations pertaining to Bid Item No. 1 – Marine and Mooring Improvements, Bid Item No. 2 - Crane Electrification and Bid Item No. 3- Container Yard Development Phase II were deemed necessary by the Seaport due to the tenant's inability to release land areas needed to make planned improvements in a timely manner. Bid Item No. 4 – Lease Improvements in Terminal 7 was cancelled in its entirety due to budget and time constraints, but incurred costs for pre-construction services.

It is the Seaport's request that the scope deletions and reductions for certain project components not completed, reduced or deleted from the Contract Sum in the amount of $5,381,688.06. A summary of the reduction to the project scope are shown in Exhibit 1- "Final Change Order Reconciliation Summary" and these deletions are further detailed in Exhibit 4 "Project Scope Reductions / Deletion Log"

5. Owner's Project Savings Deductive ($2,133,273.26)

Description

In accordance with Article 7.1.9 of the Agreement between the Owner and the Construction Manager, the difference at the date of Final Completion of the Project between: 1.) the total aggregate sum of the Cost of the Work plus the Construction

Manager's Fee and the General Conditions Costs and 2.) the aggregate GMP upon the final Completion of the Work after taking into consideration all adjustments such as Change Orders, Owner Direct Purchases and Sales Tax Exemptions shall be deemed the final Project Savings.

In conformance with the referenced Article, the Project Savings shall be shared between the Owner and the Construction Manager. The Contract Manager shall receive twenty-five percent (25%) and the Owner shall receive seventy-five percent (75%) of the value of the final Project Savings, respectively. The General Condition will also recognize a shared savings for any remaining funds not expended, except for allowance items such as testing, builder's risk insurance and builder's risk deductibles.

The final Project Savings to be shared by the Construction Manager and Owner is $ 3,856,553.86. The Owner's recognized portion of the savings is seventy-five (75%) of this final Project Savings or $2,998,023.81. The Agreement stipulates that the Owner recognized savings be transferred to the Owner's Change Allowance Account and may be utilized by the Owner for changes in the Work. The total amount used from the Owner's Change Allowance Account was $864,750.55. This amount was used for unforeseen field conditions, time delays, Owner's requested changes, general conditions, job conditions, and increases in the cost of materials caused by project delays.

It is the Seaport's request that the unused portion of the Owner's Project Savings Account be deducted from the Contract Sum in the amount of $2,133,273.26. A summary of the Owner's recognized final project savings is shown in Exhibit 1- "Final Change Order Reconciliation Summary"

6. Owner's Contingency Allowance Account $0.00

Description

During the course of the Work, the Seaport has increased the GMP amounts through the use of the Owner's Contingency Allowance Account set at 5% which amounted to $1,996,462.00. The Project encountered unforeseen field conditions, time delays, and Owner requested changes which resulted in the utilization of the Owner's Contingency Allowance Account to authorize and execute the needed scope changes and time extensions, subsequently all funds were utilized, leaving no balance ($0.00) in the Owner's Contingency Allowance Account. Exhibit 1- "Final Change Order Reconciliation Summary" and these increases to the original GMP are further detailed in Exhibit 2 "Owner's Contingency / Change Allowance Usage Log"

7. Dedicated Allowances Deductive ($466,999.57)

Description

The Contract Sum contains dedicated allowances in the amount of $515,587.00; comprising of Permit Allowance $199,647.00, Inspector General Fee (OIG) Allowance $105,313.00, and Private Inspector General (IPSIG) Allowance $210,627.00.

The Seaport has reimbursed the Construction Manager $48,587.43 for permits. It is also requested that the dedicated allowance account for the Inspector General Fee be deducted in full from the Contract Sum as it was not deducted from the Construction Manager's payments, but rather done through inter-departmental journal entries. The OIG fee reimbursed on this project was $91,564.00. The requirement for IPSIG was abolished; therefore to date no expenditures have been paid against this dedicated allowance account, thus remains a balance of $466,999.57 in the dedicated allowance accounts.

It is the Seaport's request that the remaining balance from the Permit Allowance Account in the amount of $151,059.57, the Inspector General Fee in the amount of $105,313.00, and the Private Inspector General Fee in the amount of $210,627.00, be deducted from the Contract Sum. The total deduction for the Dedicated Allowance Accounts is $466,999.57.

8. Owner Direct Purchases and Sales Tax Deductive ($8,861,254.73)

Description

During the course of construction the Seaport elected to directly purchase certain items inclusive of building materials supplies and equipment, via the County's Owner Direct Purchase (ODP) Program, thereby eliminating the related sales tax on these purchases. Consequently, it is the Seaport's request that the original Contract Sum will be reduced by the amount associated with those Owner Direct Purchases and the applicable sales taxes. This deduction is in accordance with Article 3.11 of the Agreement between Owner and Construction Manager.

The total cost for these Owner Direct Purchases is in the amount of $8,358,212.02 and the applicable sales tax in the amount of $503,042.71 totaling $8,861,254.73. A summary of the Owner Direct Purchases and the applicable sales taxes are shown in Exhibit 1- "Final Change Order Reconciliation Summary" and these Owner Direct Purchases are further detailed in Exhibit 5 "Owner Direct Purchases / Sales Tax Savings Log".

9. Total Reduction to Original Contract Sum Deductive ($19,134,863.62)

Description

The cost of construction changes pursuant to this Change Order is a reduction of $19,134,863.62 to the Original Contract Sum, which is inclusive of changes in the Construction Manager's GMP Bid Items, changes in the Owner's Dedicated Allowance Accounts, and Owner Direct Purchases for construction material and the associated sales tax savings.

In summary the final amount expended under this contract was $23,,306,414.38 paid to the Construction Manager, $8,358,212.02 for Owner Direct Purchases, and $91,564.00 paid to the OIG; for a grand total in the amount of $31,756,190.40. A financial summary of Project Components is shown in Exhibit 1- "Final Change Order Reconciliation Summary".

10. Extended Contract Time 0.00

Description

During the course of the Work, the Construction Manager requested a time extension of 110 calendar days. This request was predicated on Article 10.1.3 of the Agreement between Owner and Construction Manager. In addition, the Seaport requested that an additional 10 calendar days be added (total of 120) to the Contract Time as Owner's contingency, to account for any future unforeseen conditions.

Change Order Nos. 1 and 2 to the Agreement extended the contract time by 120 calendar days from November 22, 2005 to March 22, 2006. Commensurate with the two, 60 calendar day time extensions, the Construction Manager requested additional funds be allocated to the Construction Manager's General Conditions GMP in the amount of $626,844.00 to cover, if needed, provable costs associated with additional Core General Conditions, Job Conditions, and Insurance Premiums Allowances.

Subsequently, the Construction Manager (CM) was unable to substantially complete the project within the allotted 110 day time extension granted to the CM through Change Orders No. 1 and 2, thus an additional 31 day time extension is being requested by the Construction Manager. The Seaport found merit to the requested extension, thus an agreement between the Seaport and the Construction Manager has been reached. The Seaport has negotiated a 31 day time extension with 10 days compensable and 21 days excusable non-compensable as defined under the terms of the Agreement. The subsequent time extension if approved would establish a new substantial completion date of April 12, 2006.

The 10 Contingency days granted to the Construction Manager were deemed to be compensable and thus the GMP was increased in the amount of $32,884.38. The remaining 21 day request for time extension has been deemed to be excusable non-compensable due to the shortage of asphalt materials and adverse weather related delays at no fault of the CM or Owner, thus no funds ($0.00) for the 21 day extension were added to the Construction Manager's GMP.

11. Project Duration Dates $0.00

Description

The Seaport and Construction Manager agree that the dates accurately denote in Exhibit 6 "Project Duration and Completion Dates Log" denote the Substantial Completion dates achieved for each Project Component and that each component was Substantially Completed within the timeframes as set forth in the Agreement ,or as adjusted by Change Order. The Final Acceptance as defined by the Agreement includes a completed financial reconciliation of each project component, which is the purpose of this Final Change Order, thus Final Acceptance will be achieved.

End of Change Order

PROJECT TITLE: CM @ Risk for Various Projects for Deepwater Port Infrastructure Development
CONSTRUCTION MANAGER: Balfour Beatty Construction, LLC. (f/k/a Centex Construction, LLC.)
Project No: CM02-SEA-01
CHANGE ORDER NO.: Final

Exhibit 1 - FINAL CHANGE ORDER RECONCILIATION SUMMARY

Project Component Bid Items	Original Contract Sum IGMP	IGMP-GMP Difference	Agreed GMP	180 Day Savings (75% Owner)	Contingency & Change Allowance Additions	Change Order 1 & 2	Permit Allowance Additions	Scope Reduction/Deletion	Owner Direct Purchases	Sales Tax Savings	Adjusted GMP	Final Cost	Final Savings	Final Shared Savings (75% Owner)	Final GMP	Total Paid
Bid Item #1 - Marine and Mooring Improvements	11,277,958.00	(555,445.00)	10,722,513.00	-	583,167.16		20,336.18	(1,102,964.89)	(3,082,115.56)	(185,326.93)	6,955,568.95	6,455,141.58	500,427.38	(375,320.54)	6,580,215.38	6,580,215.38
Bid Item #2 - Crane Electrification	13,356,350.00	(199,691.00)	13,156,659.00	(773,387.53)	658,540.13		22,762.28	(836,508.06)	(4,858,908.24)	(297,253.59)	7,096,433.67	6,435,552.13	660,881.54	(495,661.16)	6,600,772.51	6,600,772.51
Bid Item #3 Phase 1 & 2 - Container Yard Development	10,816,469.00	(108,824.00)	10,707,645.00	(102,774.43)	941,354.18	25,389.00	4,934.62	(3,440,195.09)	(457,098.22)	(26,461.69)	7,722,115.47	7,187,615.39	534,500.08	(402,566.71)	7,319,561.74	7,319,561.74
Bid Item #4 - Terminal 7 Lease Improvements	1,886,110.00	(1,806,110.00)	80,000.00								80,000.00	80,000.00			80,000.00	80,000.00
Core General Conditions (includes Bldg. Risk Allowance)	2,592,342.00	378,427.00	2,970,769.00		51,277.06	551,455.00	634.05				3,574,135.13	2,581,625.21	992,509.92	(848,270.58)	2,726,864.75	2,726,864.75
Sub-Total	39,929,229.00	(2,291,648.00)	37,637,581.00	(876,161.96)	2,234,338.55	626,844.00	48,667.43	(5,381,668.06)	(8,358,212.02)	(503,042.71)	25,428,276.23	22,739,938.31	2,688,337.92	(2,121,861.85)	23,306,414.38	23,306,414.38
Contingency Allowance (5% of the IGMP)	1,996,462.00		1,996,462.00		(1,996,462.00)											
Owner's Change Allowance				876,161.96	(237,906.55)	(626,844.00)										
Permits Allowance (1/2 of 1% of the IGMP)	199,647.00		199,647.00				(48,587.43)									
Inspector General (a) (1/4 of 1% of Subtotal)	105,313.00		105,313.00													91,564.00
Private Inspector General (b) (1/2 of 1% of Subtotal)	210,627.00		210,627.00													
Sales Tax Savings										503,042.71						
IGMP / GMP Delta		2,291,648.00														
Owner Direct Purchases									8,358,212.02							8,358,212.02
Final Shared Saving 75% Owner														2,121,861.85		
Totals	**42,441,278.00**	**(2,291,648.00)**	**40,149,630.00**	**(876,161.96)**	**237,906.55**	**626,844.00**	**(151,059.57)**	**(5,381,688.06)**	**(8,358,212.02)**	**(503,042.71)**	**25,744,216.23** Inc IG / IPSIG	**22,739,938.31**	**(315,940.00)** IG / IPSIG Deduction	**(2,121,861.85)**	**23,306,414.38**	**31,756,190.40**

Original Contract Sum Award Amount (inc allowances)	42,441,278.00
Less IGMP - GMP Surplus (difference)	(2,291,648.00)
Less 180 Day Savings Balance (Owner 75%)	(11,411.41)
Less Permit Allowance Balance	(151,059.57)
Less Scope Reduction/Deletion	(5,381,688.06)
Less Owner Direct Purchased Material, Supplies, or Equipment	(8,358,212.02)
Less ODP Sales Tax Savings	(503,042.71)
Less IG & Private IG Fees	(315,940.00)
Less Final Shared Savings(75% Owner)	(2,121,861.85)
Total Adjusted Contract Sum /Paid to Balfour Beatty Construction, LLC	**23,306,414.38**
Contract Sum Adjustment Total	**(19,134,863.62)**

Total Owner Direct Purchases Paid from Contract by Owner	8,358,212.02
Total IG Fee Paid from Contract by Owner (adjusted for deleted projects)	91,564.00
Grand Total Expended from Contract (CM, ODP, IG FEE)	**31,756,190.40**

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Port of Miami

Exhibit 2 - Owner's Contingency / Change Allowance Usage Log

Description of Change	C/A #		Amount
Prj #1 Marine & Mooring			
Remove Concrete Slab	1	$	291,001.55
Electrical Pit Redesign	2	$	5,845.31
Fender Panels-Wf.3-Concr. Spall Repr.	3	$	6,237.47
Existing PVC Water Lines in Conflict/piles	4	$	3,695.32
Relocate Watermain around Elect. Pit #3	5	$	8,421.79
Addtnl Bollard (Cruise Area) (Bllrd. only-Fender deleted)	6	$	45,509.84
Auger Pile Operation Stand-by Charges	8	$	35,814.24
Wharf #2 Auger Stand-by Cost	9	$	55,528.36
Additional Epoxy Keligrout (ODP Increase)	11	$	3,890.59
Increase Whf #1 Structural Repair Allowance	12	$	126,207.42
Final Closeout CA #1 - T&M Credit	14	$	**(110,336.39)**
Increase Wharf #1 Structural Repairs Allowance	17	$	65,116.80
Wharf #1 Repairs Allowance Increase	19	$	46,234.86
Bid Item Sub-total		**$**	**583,167.16**
Prj#2 Crane Elect. Dev.			
Revised Cable Diverter	1	$	64,331.06
Revised Cable Tray Routing	2	$	92,987.00
Relocate Existing Dock Power	4	$	15,680.13
Rev Elec. Ductbank & Handhole	5	$	42,417.08
Cable Trench Drain Cleanouts	6	$	8,566.13
Elect. Pits & Elect. Manhole Redesign (MH Only)	7	$	29,756.89
Electrical MH #3 Change in Size	8	$	6,012.46
Insulated Roll-up Door @ FPL Vault	9	$	1,823.27
Rev Elect Plans E1	10	$	6,577.98
Fill Masonry Cells @ FPL Vault	11	$	2,897.83
8" Drain Pipe Off-set Around Tie-Down Pile Caps	12	$	5,693.62
TUV Metering @ FPL Vault Bldg.	13	$	2,154.33
Revised Fiber Optic Enclosure & Conduit	14	$	2,302.96
Additional WP Receptacle @ FPL	16	$	455.57
Panic Hardware 2 FPL Vault Bldg	17	$	2,992.76
Existing Concrete Wall Conflict with Duckbank	18	$	976.13
Additional Asphalt Removal at Cable Trench Beam	19	$	4,264.59
Rev. to Substation Platforms & Walkways	20	$	110,336.94
Modification to Cable Insert and Horn	21	$	9,947.41
Demo/Mod of Existing Pile Cap & Cable Trench Beam	22	$	6,257.37
Switchgear Relay Mod. & FPL Control Wiring Redesign	23	$	13,470.48

Description of Change	C/A #		Amount
Removal and Replacement of Asphalt for New Handhole	24	$	2,707.77
14 Week Time Extension for Various Delays	25	$	65,769.25
Crane #5 Addtl. Programing & Hardware for Existing PLC	26	$	15,108.45
Switchgear Breaker Repair	27	$	2,320.33
Add. Asphalt Pavement @ Elect Ductbank So. Of PFL Vault Bldg.	29	$	5,983.81
Additional Manholes Portal Beam-Cranes 5 & 6	33	$	8,573.71
ECC's Cost for Extended General Conditions	34	$	84,383.11
Hurricane Damage Assesment Crane #4, #5, #8 & #10	35	$	4,868.90
ECC Additional Cost for Hurricane Preparations	38	$	14,786.95
TTJB HV Cable Modifications	41	$	4,535.72
Removal of Portal Beam Trolley Rails - Cranes 4 to 10	42	$	19,600.15
Bid Item Sub-total		**$**	**658,540.14**
Prj #3a Wharf 6/7 Backland Imp.			
Revised Drainage, Elect.	1	$	258,093.71
Addl Expansion Joints & Bonding Agent	3	$	4,017.64
Revise Location of Reloctd Fire Hydrant	4	$	4,380.19
S-5 Structure-Rim Elevation Adjustment	5	$	4,829.50
Relocate Bollard Foundation @ HM#70 per NEC Code	6	$	1,036.43
Time Ext. and Extd. GC's & Job Conditions	8	$	61,175.07
Delay to Start of Phase 2 Backland (Time Ext. & Job Cond.)	9	$	14,011.35
Drainage Structure Conflict w/Seawall & Tiebacks	12	$	5,159.43
Existing Conduits in Conflict w/Drainage Pipe Ph 3	13		$2,389.54
Material Escalation Due to Owner Delays	16	$	6,703.61
Central FL. Equipment - Addtl. Overhead Cost	17	$	181,007.00
Bring up to code Elec. Conduit from HH to HM60	18	$	2,333.61
Remove Seawall to Instll Drainage Pipe & Tee Connection	19	$	13,359.79
Remove Existing Seawall	22	$	77,379.32
Additional Scope to re-wire HM60 to HM16	24	$	6,036.92
Material Price Increase - Asphalt	25	$	37,482.61
T&M Tickets-Removal of Concrete and Unsuitable Debris	26	$	33,101.93
Flowable Fill to Backfill around S-19 & Duct-bank	27	$	2,470.83
Additional Ext. Overhead CFER	31	$	29,984.49
Bid Item Sub-total		**$**	**744,952.97**
Prj #3b Cont. Yard Imp. Seaborad			
Installation of Conduit at Bldg. 1790 for FPL Ph I & II	1	$	34,800.45
Bid Item Sub-total		**$**	**34,800.45**
Prj #3c Wharf 6/7 Civil			
Storm Drain Conflict	1	$	1,008.00
Revised Water Srv Routing/New Valve	2	$	12,422.10
Addtl. Asphalt at East End of Wharf #6	3	$	4,509.37

Description of Change	C/A #		Amount
Bid Item Sub-total		**$**	**17,939.47**
Prj #3d Wharf 6/7 Electrical			
Shore Power	1	$	100,791.85
Switchgear Replacement 457 Bldg.	2	$	38,115.02
Painting Protective Structures	3	$	2,922.60
Saw Cut Concrete Curb for RO RO	4	$	1,861.82
Bid Item Sub-total		**$**	**143,691.29**
Prj #4 CT 7 Imp.			
Bid Item Sub-total		**$**	**-**
Prj #5 Core Gen.			
Fencing @ Stevedore Parking	1	$	10,541.22
Builder's Risk Insurance Premium Extension to 11/22/05	2	$	7,851.48
31 Day Time Extension for Various Delays	3	$	32,884.38
Bid Item Sub-total		**$**	**51,277.08**
Grand Total		**$**	**2,234,368.56**

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Exhibit 3 - Permit Allowance Usage Log

Description of Change	C/A #		Amount
Prj #1 Marine & Mooring			
Permit Reimbusement Request	1	$	19,610.00
Permit Reimbusement Request	3	$	330.91
Permit Reimbusement Request	7	$	91.50
Permit Reimbusement Request	9	$	303.77
Bid Item Sub-total		**$**	**20,336.18**
Prj#2 Crane Elect. Dev.			
Permit Reimbusement Request	1	$	19,610.00
Permit Reimbusement Request	4	$	500.91
Permit Reimbusement Request	8	$	91.50
Permit Reimbusement Request	10	$	303.77
Permit Reimbusement Request	11	$	2,276.10
Bid Item Sub-total		**$**	**22,782.28**
Prj #3a Wharf 6/7 Backland Imp.			
Permit Reimbusement Request	5	$	4,517.22
Permit Reimbusement Request	12	$	51.50
Permit Reimbusement Request	14	$	33.00
Bid Item Sub-total		**$**	**4,601.72**
Prj #3d Wharf 6/7 Electrical			
Permit Reimbusement Request	6	$	190.20
Permit Reimbusement Request	13	$	43.00
Bid Item Sub-total		**$**	**233.20**
Prj #5 Core Gen.			
Permit Reimbusement Request	1	$	523.18
Permit Reimbusement Request	2	$	110.87
Bid Item Sub-total		**$**	**634.05**
Grand Total		**$**	**48,587.43**

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Exhibit 4 - Project Scope Reduction / Deletion Log

Description of Change	C/A #		Amount
Prj #1 Marine & Mooring			
Cruise Side-Misc Work & Fender Instal. Revisions	10	$	11,576.32
Deleted Augercast Pile Cut off-Marine Bollards Scope of Work (Soletanche)	13	$	55,968.51
Deleted Pile Caps, Elec Pits, Panel Mod Scope of Work (Shoreline Foun)	15	$	705,792.49
Deleted Crane Rail Scope of Work (Gantrex)	16	$	252,357.81
Installed Augercast Piles-Unit Price Adjustment	18	$	77,289.76
Bid Item Sub-total		**$**	**1,102,984.89**
Prj#2 Crane Elect. Dev.			
Rev Cable Trench Rebar	3	$	40,850.00
Addl. Excavation for Elec. Ductbank from FPL Vault to Elec Manhole #3	28	$	34,891.33
Deleted Crane Scope of Work (East Coast Crane)	30	$	144,704.00
Deleted Electrical Scope of Work (Fisk Electric)	31	$	57,938.44
Deleted Cable Trench Systems Scope of Work (Shoreline Foundation)	32	$	548,754.71
Addl. Deleted Crane Scope of Work-11/21/05 Owner's Stop Work Order	39	$	11,369.60
Bid Item Sub-total		**$**	**838,508.08**
Prj #3a Wharf 6/7 Backland Imp.			
Credit for High Mast	7	$	38,654.70
Addendum #3-New Pavement Marking Layout	14	$	510.91
Credit for Thermostriping on Phase 5, 4B and 1	28	$	4,591.46
Credit for Deleted Scope of work for the Seaborad Yard Phase	2	$	3,396,438.02
Bid Item Sub-total		**$**	**3,440,195.09**
Grand Total		**$**	**5,381,688.06**

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Exhibit 5 - Owner Direct Purchases / Sales Tax Savings Log

Vendor/Supplier	PO Amount	Invoiced/Paid Amount	Sales Tax Savings
Prj #1 Marine & Mooring			
Schoellhorn-Albrecht Machine Co. POSP0400249	$ 69,105.01	$ 69,105.01	$ 4,196.30
Seaward (bought by POM)	$ 330,150.00	$ 330,150.00	$ 19,809.00
Seaward POSP0400274	$ 1,997,545.00	$ 1,997,545.00	$ 119,902.70
Gantrex USA Inc. POSP0400332	$ 110,528.09	$ 110,528.09	$ 6,681.69
Rinker Materials POSP0400481	$ 290,767.25	$ 290,767.25	$ 17,496.04
Tarmac America, LLC POSP0500060	$ 98,887.50	$ 98,887.50	$ 5,983.25
K&A Lumber Company, Inc. POSP0500065	$ 24,431.10	$ 24,431.10	$ 1,515.87
Coastal Construction Products, Inc. - POSPO500104	$ 42,381.61	$ 42,381.61	$ 2,592.90
Apex Metal Fabrication - POSP0500089	$ 118,320.00	$ 118,320.00	$ 7,149.20
Bid Item Sub-total	**$ 3,082,115.56**	**$ 3,082,115.56**	**$ 185,326.93**
Prj#2 Crane Elect. Dev.			
Gantrex USA Inc POSP0400246	$ 797,075.00	$ 797,075.00	$ 47,874.50
ABB Inc. POSP0400253	$ 452,127.00	$ 452,127.00	$ 27,177.62
Anixter Inc. POSP0400538	$ 55,300.00	$ 55,300.00	$ 3,368.00
Graybar Electric Company Inc. POSP0400424	$ 38,997.53	$ 38,997.53	$ 2,389.85
Medley Steel & Supply POSP0400425	$ 11,810.39	$ 11,810.39	$ 758.62
Mercedes Electric Supply Inc. POSP0400421	$ 5,292.00	$ 5,292.00	$ 367.52
Mercedes Electric Supply Inc. POSP0400422	$ 51,507.74	$ 51,507.74	$ 3,140.46
Mercedes Electric Supply Inc. POSP0400446	$ 14,794.33	$ 14,794.33	$ 937.66
Mercedes Electric Supply Inc. POSP0400447	$ 6,576.36	$ 6,576.36	$ 444.58
Mercedes Electric Supply Inc. POSP0400448	$ 9,918.93	$ 9,918.93	$ 645.14
Mercedes Electric Supply Inc. POSP0400458	$ 5,050.93	$ 5,050.93	$ 353.06
Stemmann-Technik GMBH POSP0400439	$ 529,424.00	$ 529,424.00	$ 31,815.44
ABB Inc. POSP0400489	$ 2,226,000.00	$ 2,226,000.00	$ 133,610.00
Anixter, Inc. POSP0400538	$ 303,510.50	$ 303,510.50	$ 18,260.63
Rinker Materials POSP0400529	$ 118,088.00	$ 118,088.00	$ 7,135.28
Tarmac America, LLC POSP0500061	$ 30,048.75	$ 30,048.75	$ 1,852.93
K&A Lumber Company, Inc. POSP0500066	$ 25,356.41	$ 25,356.41	$ 1,571.38
Rexel Consolidated POSP0500072	$ 62,672.37	$ 62,672.37	$ 3,810.34
Lade Electric Supply Inc. POSP0500237	$ 94,848.00	$ 94,848.00	$ 5,740.88
Bid Item Sub-total	**$ 4,838,398.24**	**$ 4,838,398.24**	**$ 291,253.89**

Vendor/Supplier	PO Amount	Invoiced/Paid Amount	Sales Tax Savings
Prj #3a Wharf 6/7 Backland Imp. (POMTOC)			
U.S. Concrete Products Corporation POSP0400408	$ 200,445.00	$ 200,445.00	$ 12,076.70
U.S. Concrete Pipe Company POSP0400409	$ 77,753.22	$ 77,753.22	$ 4,715.19
ACF Environmental POSP0500056	$ 119,280.00	$ 119,280.00	$ 7,206.80
Bid Item Sub-total	**$ 397,478.22**	**$ 397,478.22**	**$ 23,998.69**
Prj #3b Wharf 6/7 Backland Imp. (Seaboard)			
U.S. Concrete Products Corporation POSP0500336	$ 40,220.00	$ 40,220.00	$ 2,463.20
Bid Item Sub-total	**$ 40,220.00**	**$ 40,220.00**	**$ 2,463.20**
Grand Total	**$ 8,358,212.02**	**$ 8,358,212.02**	**$ 503,042.72**

Port of Miami

Exhibit 6 - Project Duration and Completion Dates Log

Project Component (Bid Item)	Description	Original GMP Substantial Completion Date	Time Extension Granted	Revised GMP Substantial Completion Date	Actual Substantial Completion Date	GMP Final Completion Date	Actual Final Completion Date
No. 1	**Marine and Mooring Improvements**						
	Wharves 3, 4 & 5	8/17/2005	97 days	11/22/2005	4/11/2005	1/21/2006	See Note
	Cruise Area	8/17/2005	97 days	11/22/2005	6/21/2005	1/21/2006	See Note
	Wharf 1 Repair	8/17/2005	97 days	11/22/2005	11/22/2005	1/21/2006	See Note
No. 2	**Crane Electrification**						
	Wharves 3, 4 & 5	8/17/2005	97 days	11/22/2005	4/11/2005	1/21/2006	See Note
	Crane # 1	Cancelled					
	Crane # 2	Cancelled					
	Crane # 3	Cancelled					
	Crane # 4	8/17/2005	97 days	11/22/2005	9/23/2005	1/21/2006	See Note
	Crane # 5	8/17/2005	97 days	11/22/2005	8/19/2005	1/21/2006	See Note
	Crane # 6	8/17/2005	97 days	11/22/2005	11/18/2005	1/21/2006	See Note
	Crane # 7	8/17/2005	97 days	11/22/2005	11/22/2005	1/21/2006	See Note
	Crane # 8	8/17/2005	97 days	11/22/2005	11/22/2005	1/21/2006	See Note
	Crane # 9	8/17/2005	97 days	11/22/2005	11/22/2005	1/21/2006	See Note
	Crane # 10	8/17/2005	97 days	11/22/2005	11/22/2005	1/21/2006	See Note
	FPL Vault Bldg.	8/17/2005	97 days	11/22/2005	4/11/2005	1/21/2006	See Note
No. 3a	**Wharves 6 & 7 Backland Improvements**						
	Phase 1	8/2/2005	252 days	4/12/2006	3/22/2005	6/11/2006	See Note
	Phase 2	8/2/2005	252 days	4/12/2006	6/3/2005	6/11/2006	See Note
	Phase 3	8/2/2005	252 days	4/12/2006	8/22/2005	6/11/2006	See Note
	Phase 4A	8/2/2005	252 days	4/12/2006	10/12/2005	6/11/2006	See Note
	Phase 4B & 5	8/2/2005	252 days	4/12/2006	4/3/2006	6/11/2006	See Note
No. 3b	**Container Yard Improvements**						
	Phase 1	cancelled					
	Phase 2	cancelled					
No. 3c	**Wharves 6 & 7 - Civil / Site Improvements**						
	All Work	2/25/2005	0 days	2/25/2005	2/25/2005	4/26/2005	See Note
No. 3d	**Wharves 6 & 7 - Electrical Improvements**						
	All Work	2/25/2005	0 days	2/25/2005	2/25/2005	4/26/2005	See Note

Note: The Actual Final Completion Dates shall be established based on the execution of this Final Change Order No. 3

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220033 **Certificate No.** 002397818

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

Faye B. Wheeler, William G. Moody III, Patty L. Mills, and Normandy Sutton

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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of May, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercnry Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 23rd day of May, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-5-07 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Faye B. WHEELER, William G. MOODY, III, Patty L. MILLS and Normandy SUTTON, all of Atlanta, Georgia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Faye B. WHEELER, William G. MOODY, III, Debra Layne ANDERSON, Patty L. MILLS, Mary Ann THOMPSON, dated February 8, 2007.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of March, A.D. 2007.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND — INCORPORATED — 1890

By:

Gregory E. Murray Assistant Secretary *Theodore G. Martinez*

State of Maryland
City of Baltimore } ss:

On this 26th day of March, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

NOTARY PUBLIC

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2011

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint **Faye B. WHEELER, William G. MOODY, III, Patty L. MILLS and Normandy SUTTON, all of Atlanta, Georgia,** EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, **any and all bonds and undertakings, recognizances or other written obligations in the nature thereof**, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed **.** This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual polices and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this **24th day of September, A.D. 2007**. This power of attorney revokes that issued on behalf of Faye B. WHEELER, William G. MOODY, III, Patty L. MILLS, Normandy SUTTON, dated March 26, 2007.

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

ZURICH AMERICAN INSURANCE COMPANY

STATE OF MARYLAND } ss: Gerald F. Haley By: Frank E. Martin Jr.
CITY OF BALTIMORE } *Gerald F. Haley* *Secretary* *Frank E. Martin Jr.* *Vice President*

On the 24th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

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

Constance A. Dunn

Notary Public *My Commission Expires: July 14, 2011*

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

the 6th day of August 2008.

Eric D. Barnes

Eric D. Barnes *Secretary*

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

ZURICH®

Florida Hurricane Catastrophe Fund (FHCF) Emergency Assessment - 2005 Hurricanes

The Florida legislature created the FHCF in order to provide capacity to the personal and commercial residential property insurance market. In accordance with Florida law, deficits of the FHCF are funded through emergency assessments on direct premiums for certain property and casualty lines of business in the state of Florida.

As a result of the 2005 hurricane season, the FHCF anticipates a deficit of approximately $1.2 billion. In order to fund this deficit, policies effective on or after January 1, 2007 are subject to an emergency assessment of 1% of premium for the following lines of business:

> Fire, Allied Lines, Multi-Peril Crop, Farmowners; Multi-Peril, Homeowners Multi-Peril, Commercial Multi-Peril (liability and non-liability), Mortgage Guaranty, Ocean Marine, Inland Marine, Financial Guaranty, Earthquake, Other Liability, Products Liability, Private Passenger Auto No-Fault, Other Private Passenger Auto Liability, Commercial Auto No-Fault, Other Commercial Auto Liability, Private Passenger Auto Physical Damage, Commercial Auto Physical Damage, Aircraft, Fidelity, Surety, Burglary and Theft, Boiler and Machinery, and Credit.

The FHCF emergency assessment applicable to this policy is not subject to premium taxes, fees, or commissions.