

# Memorandum



**Date:** October 6, 2009

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

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

**Subject:** Resolution Relating to the South Terminal Development Program, Project No. H010A, at Miami International Airport, approving Change Order No. 9 to the Contract between Parsons-Odebrecht J.V. (POJV) and Miami-Dade County for a Value of Zero Additional Dollars

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

## RECOMMENDATION

It is recommended that the Board approve the attached Change Order No. 9 to the Contract between Parsons-Odebrecht J.V. (POJV) and Miami-Dade County relating to the South Terminal Development Project at Miami International Airport for a value of zero additional dollars. This Change Order transfers remaining funds from within existing allowance accounts for the purpose of settling all claims that have been or could have been brought by POJV in connection with the South Terminal Program. This change order also provides for a non-compensable milestone time adjustment for Phase I from June 19, 2007 to September 19, 2007 and for Phase II from November 15, 2008 to May 14, 2009 and modifies various contract terms.

**CHANGE ORDER NO.:** Nine (9)

**PROJECT:** South Terminal CM at Risk

**PROJECT NO.:** H010A

**CONTRACT NO.:** H010A

**PROJECT LOCATION:** Miami International Airport

**PROJECT DESCRIPTION:** The South Terminal Program is a major expansion to the present terminal configuration. This program provides for additional Terminal space in excess of one million square feet, additions to and remodeling of Concourse H, a new Concourse J and extensive renovation and expansion, additional swing gates, added curb space, additional Federal Inspection Services (FIS) facilities, major concession space, MIA tenant office space, domestic and international bus stations, increased aircraft parking, extensive utility expansion and a Gate Control Tower to direct aircraft to gates on Concourses H and J.

**PROJECT LOCATION:** Miami International Airport

**PRIMARY COMMISSION DISTRICT:** This project is located within Commission District 6. However, the impact of this item is countywide in nature as Miami International Airport is a regional asset.

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Miami-Dade Aviation Department (MDAD)

**MANAGING DEPARTMENT:** Miami-Dade Aviation Department (MDAD)

**DELEGATION OF AUTHORITY:**

Authorizes the Mayor or his designee to execute the Change Order on behalf of the County and to perform all necessary actions, including the filing of litigation, to enforce its terms; Contingent upon this Board acting in the future to increase the MDAD Capital Improvement Program Budget as necessary, authorizes and delegates to the Mayor or his designee, solely in the event there is a judgment against POJV in the case of *Hensel Phelps v. Zurich, et al*, Case No. 08-50457 CA 40, in the 11th Judicial Circuit in and for Miami-Dade County, and after all the exhaustion and conclusion of all appeals, to pay to POJV up to the maximum amount of \$13.06 million in addition to the change order amount; and authorizes the County to be substituted for POJV and its joint venture partners, or included as an additional defendant, in the lawsuit of *Zurich American Insurance Group v. Parsons Transportation Group, Inc., et al.*, Case No. 08-78361 CA 31 in the 11th Judicial Circuit in and for Miami Dade County, Florida.

**FISCAL IMPACT/FUNDING SOURCE**

**CHANGE ORDER FUNDING SOURCE:**

The amount authorized for full and final settlement of all claims associated with this project is \$33,000,000, minus \$220,000 which had already been paid to resolve the Everett Painting claim, resulting in a total final settlement of \$32,780,000 which is funded from the remaining balances in the project's existing allowance accounts 2, 3, and 7 and will be transferred to the General Allowance Account 1. All unexpended amounts in Allowance Account 1 remaining after payment of the obligations set forth in this Change Order No. 9 shall remain the property of the County and shall be retained by the County. The funding source is through General Aviation Revenue Bonds Proceeds, FDOT Grant Revenues, AIP Grant Revenues, and TSA Grant Revenues.

	<u>Original Contract</u>	<u>Previous Adjustments</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
<b>Base:</b>	\$581,254,464	\$3,078,985	\$(150,000)	\$584,183,449	\$569,213,356	\$14,970,093
<b>Contingency: 1</b>	\$51,000,000	\$140,013,938	\$2,429,089	\$193,443,027	\$160,523,653	\$32,919,374
<b>Dedicated: 2</b>	\$22,445,536	\$(21,784,010)	\$(292,633)	\$368,893	\$368,893	\$0
<b>Dedicated: 3</b>	\$4,000,000	\$(2,363,250)	\$(1,636,750)	\$0	\$0	\$0
<b>Dedicated: 7</b>	\$0	\$14,200,000	\$(112,123)	\$13,966,822	\$13,966,822	\$0
<b>Dedicated: 8</b>	\$0	\$8,325,000	\$(4,405)	\$8,212,877	\$8,212,877	\$0
<b>Dedicated: 9</b>	\$0	\$1,300,000	\$0	\$1,295,595	\$1,295,595	\$0
<b>Dedicated: 10</b>	\$0	\$11,629,337	\$0	\$11,629,337	\$11,629,337	\$0
<b>Dedicated: 11</b>	\$0	\$6,000,000	\$0	\$6,000,000	\$6,000,000	\$0
<b>Dedicated: 12</b>	\$0	\$21,400,000	\$0	\$21,400,000	\$21,400,000	\$0
<b>Totals</b>	<b>\$658,700,000</b>	<b>\$181,800,000</b>	<b>\$0</b>	<b>\$840,500,00</b>	<b>\$792,610,533</b>	<b>\$47,889,467</b>

**PTP FUNDING:** No

**GOB FUNDING:** No

**CHANGE ORDER DESCRIPTION:**

- 1) Settles all claims that have been or could have been brought by POJV in connection with the South Terminal Program, in consideration of MDAD's final payment to POJV of \$33,000,000, minus \$220,000 already paid to resolve the Everett Painting claim.
- 2) Adjusts the Phase I substantial completion date from June 19, 2007 to September 19, 2007, and adjusts the Phase II substantial completion date from November 15, 2008 to May 14, 2009.
- 3) Sets a credit to MDAD in the amount as set forth in Attachment A for defined scopes of work that will not be completed by POJV.
- 4) Sets the final agreed punch-list for the contract and the amount of retainage to be withheld until completion of the punch-list, sets the requirement that all punch-list items be completed by November 16, 2009, and provides for an expedited arbitration process to resolve any outstanding disputes regarding the appropriate amount to be deducted from POJV's final retainage payment for any punch-list items not completed by November 16, 2009.
- 5) Clarifies that the claim of a sub-subcontractor, Everett Painting, has been paid and the amount of \$220,000 shall be deducted from the settlement amount to be paid to POJV resulting in a total final settlement of \$32,780,000.
- 6) Establishes a process for finalizing all pending Work Orders, reconciling the unearned balances on completed Work Orders, and paying for work required under Work Orders in process.
- 7) Establishes the date of Final Acceptance as November 16, 2009.
- 8) Recognizes and defines MDAD's responsibility with respect to a lawsuit by Zurich American Insurance Company against POJV regarding the payment of builders risk insurance premiums. The County will attempt to substitute itself for POJV as a party defendant in that case, or to be added as an additional defendant. Zurich is claiming approximately \$4 million in unpaid premiums for this coverage, plus interest still accruing; the County is paying the undisputed amount of \$620,749.
- 9) Clarifies MDAD's responsibility to pay for any additional insurance premiums and bond premiums.

- 10) Clarifies POJV's responsibilities with respect to certification of as-built drawings and demobilization.
- 11) Establishes POJV's final release and waiver of all claims, subject to certain reservations, and POJV's indemnity obligations with respect to the released claims.
- 12) Establishes MDAD's final release and waiver of all claims, subject to certain reservations.
- 13) Allocates a portion of POJV's final payment (\$24,400,000) that is attributable to Hensel Phelps Construction Company (HPCC) for its claims, recognizes that the litigation commenced by HPCC against POJV is still pending and confirms that neither POJV nor MDAD believe that HPCC is entitled to any more than \$24,400,000 and
- 14) Creates an obligation on the part of MDAD to pay to POJV an additional amount, but only in the event POJV is obligated under court order to pay HPCC in excess of \$24,400,000, and defines the terms under which MDAD agrees to pay a portion of that excess amount, up to a maximum amount payable of \$13,060,000.

## **BACKGROUND**

The South Terminal Program (Program) is a major expansion to the present terminal configuration. This Program provides for additional terminal space of approximately 1,300,000 square feet, additions to and extensive remodeling of Concourse H, a new Concourse J, additional swing gates, added curb space, additional Federal Inspection Services (FIS) facilities, major concession space, tenant office space, domestic and international bus stations, increased aircraft parking, extensive utility expansion and a Gate Control Tower to direct aircraft to gates on Concourses H and J.

The South Terminal Program is now substantially completed. However in June of 2007, POJV gave notice to MDAD that several of its trade contractors on the South Terminal Program had submitted claims to POJV seeking additional compensation and time extensions resulting from events occurring after May 5, 2006. After POJV had completed its evaluation of the trade contractors claims, POJV submitted to MDAD a certified claim in the total amount of \$65.2 million.

MDAD reviewed and evaluated the certified claims of POJV and its trade contractors and agreed that POJV and its trade contractors were likely due an equitable adjustment, but MDAD did not agree that it was responsible for all the claimed damages to the extent certified by POJV. MDAD determined it would be best to address certified claim individually on its merits and negotiate bi-lateral settlements with POJV regarding the individual trade contractors. This approach served to reduce the volume of claimants, minimize the damage awards, and avoid costly litigation with multiple claimants. The claim settlements associated with this item have been under negotiations for over a year. Moving forward at this time with the recommended resolution is in the best interest of all the subcontractors and Miami-Dade County. In addition, POJV believes that approval of this change order will allow them to better defend its position in the HPCC litigation and eliminates the need for the County to be added as a defendant in the lawsuit.

HPCC v. POJV Litigation

In August 2008, HPCC sued POJV and its bonding companies asserting, essentially, that POJV breached its contract with HPCC for failing to pay HPCC's claimed additional costs. Although MDAD is not named in the lawsuit, the allegations contend that POJV and MDAD caused HPCC to incur additional costs in the amount of \$55 million.

After months of analysis and negotiation, MDAD and POJV reached a proposed agreement to settle the remaining claims for the amount of \$33,000,000 million, which included \$24.4 million allocated for HPCC and \$8.6 million allocated between Jervis Webb and POJV. Jervis Webb is pursuing POJV for its claim in the amount of \$4.5 million. MDAD understands that POJV offered the \$24.4 million to HPCC to settle which HPCC would not accept. POJV and MDAD considered to be reasonable and good faith attempts to compromise and reach an acceptable settlement. As a result, the HPCC-POJV litigation is still pending.

As the HPCC-POJV litigation moves forward, MDAD and POJV have agreed to share the risk if HPCC is awarded more than \$24.4 million (85% of the first \$3.6 million plus 50% of the next \$20 million, up to a maximum amount of \$13.06 million). Also, if HPCC is awarded less than \$24.4 million, MDAD will receive a credit equal to the benefit of the reduced award minus POJV legal costs. Furthermore, POJV will release its claims against MDAD and indemnify County for any award to HPCC for an amount greater than \$48 million.

Zurich -- Builders Risk Litigation

Under the MDAD-POJV CM-at-Risk Contract, POJV was obligated to procure the builders risk insurance for the project and MDAD was to reimburse POJV for the premiums. POJV procured the insurance from Zurich. During the course of the project, a dispute arose regarding the amount of the premium due and payable to Zurich. MDAD and POJV attempted to resolve the dispute with Zurich, and when those negotiations failed, Zurich sued POJV in an action styled as *Zurich American Insurance Company v. Parsons Transportation Group, Inc., et al.* Case Number: 08-78361CA31, in the Eleventh Judicial Circuit Court in and for Miami-Dade County for additional premiums of approximately \$4 million plus interest. Because MDAD acknowledges it is ultimately responsible for the premiums to be paid to Zurich, Change Order No. 9 includes provisions that require the County to attempt to substitute itself as the defendant in the litigation and to be responsible for the litigation costs and any judgment in the action. MDAD is processing a work order to Zurich for the undisputed amount of this claim in the amount of \$620,749.

Please note that the maximum exposure by the County of \$13.06 million in the HPCC litigation and the County's responsibility for any potential litigation and judgment cost as it relates to the Zurich case are not currently budgeted and may require the Board acting in the future to increase the MDAD Capital Improvement Program Budget.

**TIME JUSTIFICATION**

As part of the overall settlements contained in this item, Change Order No. 9 also adjusts the Phase I substantial completion date from June 19, 2007 to September 19, 2007, the Phase II substantial completion date from November 15, 2008 to May 14, 2009, and set the date of Final Acceptance as November 16, 2009.

	<u>Original Contract Duration</u>	<u>Previous Adjustments to Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
Phase I Duration	900	890	92	1882
Phase II Duration	641	763	182	1586
Contingency	0	0	0	0
Total Duration	1541	763	182	2486

5

**INITIATING FACTOR(S) FOR CHANGE ORDER**

<b><u>Reason</u></b>	<b><u>Cost</u></b>	<b><u>Duration</u></b>
Regulatory Change	\$0.00	
Other Agency Requested Change	\$0.00	
Design Errors Change	\$0.00	
Design Omissions Change	\$0.00	
County Requested Change	\$0.00	
Unforeseen/Unforeseeable Change	\$0.00	
<b>Other *</b>	\$0.00	N/A
Total	\$0.00	

**\* Global Settlement that resolves all outstanding issues and claims at no additional increase to the current Contract value**

**Track Record/Monitor**

**PRIME CONTRACTOR:** Parsons-Odebrecht J.V.

**COMPANY PRINCIPAL(S):** Jim Singer  
Luis Augusto Rocha

**COMPANY QUALIFIER(S):** Carlos Nunez (GC 016551)

**COMPANY EMAIL ADDRESS:** calmeida@odebrecht.com

**COMPANY STREET ADDRESS:** 7600 Corporate Center Dr., Suite 500

**COMPANY CITY-STATE-ZIP:** Miami, Florida 33126

**YEARS IN BUSINESS:** 8 years

**PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:** Based on the Firm History Report provided by the Department of Small Business Development, POJV has been awarded four (4) contracts with the County for a total value of \$944,273,997.58. There have been a total of eight (8) change orders issued among the contracts totaling \$645,559,466.00. The total value of the contracts and change orders is \$1,589,833,463.58.

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):**

Hensel Phelps Construction Company  
Jervis B. Webb  
Enclos Corporation  
Permasteelisa  
Kiewit Southern Company  
ADF International, Inc.  
Havens Steel Company  
Thyssenkrupp Aviation Systems, Inc.  
Solares Electric Services, Inc.  
BCL Company  
Bostic Steel, Inc. 

**CSBE MEASURE AT AWARD:** 7% (\$4,821,225) (CM at Risk management portion of the work; goals for other portions set by Trade Package.)

**CURRENT CSBE STATUS:** 10% (\$6,878,567) (CM at Risk Agreement portion.)

**CONTRACTOR PERFORMANCE:** Performance on existing contracts is satisfactory per the project manager, Max Fajardo, Deputy Aviation Director.

**COMPLIANCE DATA:** A review of the History of Violations provided by the Department of Small Business development shows that as of September 17, 2009, POJV had had one violation related to deviation from the Schedule of Intent. The violation was closed on 11/21/2006.

**CONTRACT MANAGER  
NAME/PHONE/EMAIL:** Max Fajardo - (305) 876-7129  
mfajardo@miami-airport.com

**PROJECT MANAGER  
NAME/PHONE/EMAIL:** Max Fajardo - (305) 876-7129  
mfajardo@miami-airport.com

  
\_\_\_\_\_  
Assistant County Manager



**MIAMI DADE COUNTY**  
**Department of Small Business Development**  
**Firm History Report**

From: N/A To: N/A

**FIRM NAME: PARSONS/ODEBRECHT JOINT VENTURE**

P.O Box 996940  
 Miami, FL 33299-6940

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
RFQ-MDAD-STE (MDAD H010A)	1	AV-STP	GOAL CSBE 7%	07/26/2001	\$59,954,465.43
SOUTH TERMINAL EXPANSION PROGRAM (SIC 15)					
Change Order #	2	MAY-06-03			\$0.00
Change Order #	3	JUN-03-03			\$0.00
Change Order #	4	JUL-13-04			\$2,199,750.00
Change Order #	5	FEB-07-06			\$0.00
Change Order #	6	JUN-06-06			\$34,500,000.00
Change Order #	7	JUL-18-06			\$56,400,000.00
Change Order #	8	MAR-22-07	134 days		\$49,000,000.00
					<u>\$202,054,215.43</u>
* R-738-05	1	AV-AA	NO MEASURE	06/21/2005	\$542,041,500.00
NORTH TERMINAL DEVELOPMENT CONSOLIDATION PROGRAM F/IMANAGING GENERAL CONTRACTOR					
Change Order #	2	MAY-22-07	393 days		\$503,459,716.00
					<u>\$1,045,501,216.00</u>
747B (SC-00068)	1	AV	NO MEASURE	11/08/2007	\$0.00
A-B INFILL SHELL AND INTERIOR					
(RFP) MDAD#J104A (BUILD)	1	AV	GOAL CBE 1.81%	07/01/2008	\$342,278,032.15
MIA MOVER (SIC 15)					
			GOAL CSBE 11.54%		<u>\$342,278,032.15</u>



\* Indicates closed or expired contracts  
 Disclaimer: Payments shown may not reflect current information



**MIAMI DADE COUNTY**  
 Department of Small Business Development  
 Firm History Report

From: N/A To: N/A

FIRM NAME: PARSONS/ODEBRECHT JOINT VENTURE  
 P.O Box 996940  
 Miami, FL 33299-6940

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
Total Award Amount				\$944,273,997.58	
Total Change Orders Approved by BCC				\$645,559,466.00	
					\$1,589,833,463.58

9

\* Indicates closed or expired contracts  
 Disclaimer: Payments shown may not reflect current information



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Dennis C. Moss      **DATE:** October 6, 2009  
and Members, Board of County Commissioners

**FROM:** R. A. Cuevas, Jr.      **SUBJECT:** Agenda Item No. 8(A)(1)(B)  
County Attorney

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

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

Veto \_\_\_\_\_

10-6-09

Override \_\_\_\_\_

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

**RESOLUTION RELATING TO SOUTH TERMINAL DEVELOPMENT PROJECT NO. H010A AT MIAMI INTERNATIONAL AIRPORT, APPROVING CHANGE ORDER 9 TO THE CONTRACT BETWEEN PARSONS-ODEBRECHT J.V. (POJV) AND MIAMI-DADE COUNTY FOR A VALUE OF ZERO ADDITIONAL DOLLARS, PROVIDING FOR A NON-COMPENSABLE TIME EXTENSION, AND MODIFYING VARIOUS CONTRACT TERMS; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE CHANGE ORDER AND TO PERFORM ALL NECESSARY ACTIONS TO ENFORCE ITS TERMS; DELEGATING TO THE MAYOR OR HIS DESIGNEE TO, SOLELY IN THE EVENT OF A COURT JUDGMENT AGAINST POJV BY HENSEL PHELPS CONSTRUCTION CO., PAY POJV UP TO THE MAXIMUM ADDITIONAL AMOUNT OF \$13.06 MILLION; AND AUTHORIZING THE SUBSTITUTION OR INCLUSION OF COUNTY AS PARTY DEFENDANT TO LAWSUIT BY ZURICH AGAINST POJV**

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby (1) approves Change Order No. 9 to Project No. H010A for South Terminal Development Program at Miami International Airport, with Parsons Odebrecht Joint Venture (“POJV”), in substantially the form attached hereto, for a value of zero additional dollars, which Change Order, among other things, provides for a non-compensable time extension, modifies various contract terms, all as more particularly set forth in the accompanying memorandum from the County Manager; and authorizes

the Mayor or his designee to execute the same on behalf of the County and to perform all necessary actions, including the filing of litigation, to enforce its terms; (2) this Board delegates to the Mayor or his designee, solely in the event there is a judgment against POJV in the case of *Hensel Phelps v. Zurich, et al*, Case No. 08-50457 CA 40, in the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, and after the exhaustion and conclusion of all appeals, as more particularly described in the attached memorandum, the authority to pay to POJV up to the maximum amount of \$13.06 million in addition to the change order amount, provided any such amount is then currently available within the Aviation Department budget; and (3) this Board authorizes the County to be substituted for POJV and its joint venture partners, or included as an additional defendant, in the lawsuit of *Zurich American Insurance Group v. Parsons Transportation Group, Inc., et al.*, Case No. 08-78361 CA 31 in the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida, and to defend POJV and pay any judgment.

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:

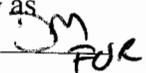
- |                                 |                    |
|---------------------------------|--------------------|
| Dennis C. Moss, Chairman        |                    |
| Jose "Pepe" Diaz, Vice-Chairman |                    |
| Bruno A. Barreiro               | Audrey M. Edmonson |
| Carlos A. Gimenez               | Sally A. Heyman    |
| Barbara J. Jordan               | Joe A. Martinez    |
| Dorrin D. Rolle                 | Natacha Seijas     |
| Katy Sorenson                   | Rebeca Sosa        |
| Sen. Javier D. Souto            |                    |

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. 

Deborah Bovarnick Mastin

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

CHANGE ORDER NO. 9 PROJECT NO. H010A DATE: 9/ 15/2009

PROJECT NAME: MIA SOUTH TERMINAL PROGRAM CM @ RISK

TO CONTRACTOR: PARSONS- ODEBRECHT, J.V.

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

ITEM NO.	DESCRIPTION	AMOUNT
01	See Attachment	0.00

**SUMMARY OF CONTRACT AMOUNT**

	ORIGINAL CONTRACT AMOUNT.....	\$658,700,000.00
REASON FOR CHANGE:	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED....	\$181,800,000.00
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$840,500,000.00
Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER.....	\$0
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER\$	\$840,500,000.00
Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER.....	0 %
County Requested Change	TOTAL PER CENT INCREASE TO DATE.....	27.6%
Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE (See Attachment)	182 CALENDAR DAYS

for Phase II TO May 14, 2009 (See Attachment)

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

SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

Aviation DEPARTMENT      H010A-Construction Funds AVAILABLE BUDGET CODE 2.4M      CERTIFIED BY *[Signature]*

ACCEPTED BY *[Signature]* CONTRACTOR *[Signature]* APPROVED *[Signature]* BUDGET DIRECTOR

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

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

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

cc: A/E Consultant(s), Contractor, M-D Capital Improvements Coordinator, GSA Risk Management, Consulting Engineer (HNTB), Surety, MDAD CIP Contracts, MDAD Contracts Administration (Bldg 5A), MDAD Finance, MDAD Project Manager, MDAD Safety Insurance, MDAD Project Controls, MDAD Properties, Document Control

\*Caroline K. Lamarre  
Attorney-in-fact for:  
- Fidelity and Deposit Company of Maryland  
- Zurich American Insurance Company  
- American Home Assurance Company

**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 WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, 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 **Paul RODRIGUEZ, Claudette ALEXANDER, Caroline K. LAMARRE and Joseph M. PIETRANGELO, all of Miami, Florida, 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 Joseph M. PIETRANGELO, Of Angelesias, Paul RODRIGUEZ, dated August 28, 2006.

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 1st day of July, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

*William J. Mills*

By: *William J. Mills* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 1st day of July, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, 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 depose 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.



*Maria D. Adamski*

*Maria D. Adamski* Notary Public  
My Commission Expires: July 8, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

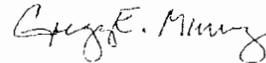
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 11th day of September, 2009.



*Assistant Secretary*

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 Paul RODRIGUEZ, Claudette ALEXANDER, Caroline K. LAMARRE and Joseph M. PIETRANGELO, all of Miami, Florida, 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 policies 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 15th day of July, A.D. 2009. This power of attorney revokes that issued on behalf of Joseph M. PIETRANGELO, Olga IGLESIAS, Gicelle PAJON, dated April 4, 2006.



ZURICH AMERICAN INSURANCE COMPANY

Gerald F. Haley

Frank E. Martin Jr.

STATE OF MARYLAND }  
CITY OF BALTIMORE }

ss: Gerald F. Haley

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 15th day of July, A.D. 2009, 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 depose 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 16th day of September, 2009

Eric D. Barnes

Eric D. Barnes

Secretary



POWER OF ATTORNEY

American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, PA.  
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 13499

No. 83-B-06975

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Joseph M. Pietrangelo, Claudette Alexander, Caroline K. Lamarre, Paul S. Rodriguez: of Miami, Florida---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 8th day of April, 2009



*Anthony Romano*

Anthony Romano, Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

*Juliana E. Hallenbeck*

On this 8th day of April, 2009 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JULIANA HALLENBECK  
Notary Public - State of New York  
No. 01HA8125871  
Qualified in Bronx County  
My Commission Expires April 18, 2013

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations 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 valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WIHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 10<sup>th</sup> day of September, 2009

*Elizabeth M. Tuck*

Elizabeth M. Tuck, Secretary

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

CHANGE ORDER NO. 9 PROJECT NO. H010A DATE: 09/15/2009  
PROJECT NAME: MIA SOUTH TERMINAL PROGRAM CM @ RISK  
TO CONTRACTOR: PARSONS- ODEBRECHT, J.V.

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<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Item 1:	Claim settlement	\$33,000,000

In settlement of the Claims asserted by POJV, Miami-Dade County ("Owner") grants a non-compensable time extension to May 14, 2009 for Substantial Completion of Phase II of the Project. Owner shall pay POJV the amount of \$33 million ("Settlement Payment"), and POJV accepts the payment and the time granted, subject to the terms set out herein, as full and final settlement and full accord and satisfaction of all claims that have been or could have been brought in connection with South Terminal Program - Project No. H010A ("Project"), including but not limited to Phases I and II, for events occurring prior to effective date of this Change Order which shall be the date of the approval by the Board of County Commissioners and the Mayor of Miami-Dade County ("Approval Date"). The Substantial Completion date of Phase I is extended from June 19, 2007 to September 19, 2007. The parties disagree about the extent of the compensability of the time extension for Substantial Completion of Phase I and have entered this Change Order on a non-admission basis. Owner agrees that Substantial Completion for Phase I was achieved on September 19, 2007 and that Substantial Completion for Phase II was achieved on May 14, 2009. Owner represents that it will not order any extra work after the execution of this Change Order by POJV.

Item 2: Credits to Owner <\$805,387>

- 2.1 Owner and POJV agree that the items of work on **Attachment A** will not be completed and that Owner shall receive a credit against the earned contract amount in the amount shown for the aggregate of all items on **Attachment A**.

Item 3: Retention Payments

- 3.1 Owner and POJV agree that the items listed on **Attachments B1 and B2** are Owner's final punchlists for the Project, both Phases I and II. POJV is obligated to perform the items on **Attachment B1** by November 16, 2009. POJV will have until November 16, 2009 to complete the items on **Attachment B2** that POJV desires to complete. The values on **Attachments B1 and B2** are Owner's values which have not been accepted by POJV. Owner will provide sufficient resources to allow for the timely inspection and closure of the items which POJV completes, including, without limitation, providing inspections of these items of work within 72 hours of POJV's request for inspection. Subject to Owner's reservations in Item 5.13 in regards to warranty, latent defects and guarantees, Owner agrees that all issues concerning punchlist items, incomplete work, non-conforming work, deleted work or work not performed, other than those on **Attachments B1 and B2**, are closed.

- 3.2 Owner shall withhold from POJV's retainage the amounts of the items on **Attachments B1 and B2**. The balance of the currently withheld retainage shall be paid by Owner to POJV after the Approval Date, and within 21 days of POJV submitting an appropriate and complete pay application, including all releases or consents of surety and other supporting documentation required by the Contract Documents, prior to the Approval Date. POJV and its sureties commit to complete each of the items listed on **Attachment B1**, and agree that in the event that it fails to complete any of the items on **Attachment B1**, the Owner shall be entitled to compel specific performance; provided however, POJV shall in no instance be obligated to perform any work which is not required by the Contract.

- 3.3 On or before November 20, 2009, Owner shall specify in writing the items on **Attachments B1 and B2** which Owner believes have been completed and shall issue a revised list of the items believed to be outstanding ("The November 20 List"). Owner shall further reduce the retainage being withheld by the amounts on **Attachments B1 and B2** for the work which was completed by November 16, 2009 and Owner shall make the corresponding payment to POJV by December 8, 2009, as long as POJV provides a pay requisition by November 27, 2009.
- 3.4 Owner and POJV shall attempt to agree on the values for the items listed on **Attachments B1 and B2**; provided, however, should agreement not be reached by November 25, 2009, Owner and POJV shall submit to final and binding arbitration the discrete dispute as to whether the items listed on The November 20 List have been completed and if not, the appropriate amount to be deducted from POJV's final retainage payment, and the issue described below in 3.4.10. The arbitration:
- 3.4.1 Shall be conducted by a single arbitrator selected by Owner and POJV, with such selection taking place no later than November 30, 2009 (if the parties are unable to select an arbitrator, then the matter shall be submitted to the American Arbitration Association in Miami, Florida);
  - 3.4.2 The arbitration hearing shall commence in Miami, Florida within 60 days of the appointment of the arbitrator;
  - 3.4.3 The arbitration award shall not be confidential;
  - 3.4.4 Within 15 days of the appointment of the arbitrator, Owner shall provide to POJV and the arbitrator its position paper setting forth the items listed on the November 20 List which Owner asserts have not been completed and the appropriate amount Owner seeks to deduct from POJV's final retainage payment, including all estimates and expert opinions which Owner will be permitted to use at the hearing (under no circumstance shall Owner or the arbitrator be entitled to withhold from POJV's final retainage payment for any item more than the Owner's value listed on **Attachments B1 or B2** to this Change Order for that particular item which is included within **Attachments B1 or B2**);
  - 3.4.5 Within 30 days of the appointment of the arbitrator, POJV shall provide to Owner and the arbitrator its position paper setting forth the appropriate amount that POJV believes should be deducted from its final retainage payment, including all estimates and expert opinions which POJV will be permitted to use at the hearing;
  - 3.4.6 Subject to the requirements set forth in this Change Order, the arbitration process and the hearing shall be conducted in accordance with the current version of the Construction Industry Arbitration Rules of the American Arbitration Association and the arbitrator shall have subpoena powers as provided by Florida law;
  - 3.4.7 The arbitrator's decision shall be rendered with 30 days of the closing of the hearing and shall include findings of fact and conclusions of law. The arbitrator's decision shall be final and binding and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof;
  - 3.4.8 Owner shall pay the POJV's final retainage payment within 30 days of the issuance of the arbitration award;
  - 3.4.9 Each party shall bear its own attorneys' fees, expert fees and costs of any proceedings under this Item 3.4 and shall split the arbitration administration costs and arbitrator costs on a 50/50 basis; and
  - 3.4.10 In addition to the discrete dispute referable to arbitration under Item 3.4 above, Owner and POJV agree that all rights, claims, costs, damages, losses and liabilities which are reserved pursuant to Item 5.11(2) below relating to insurable events pursuant

to Annex 10 shall be arbitrated in accordance with the provisions of Items 3.4.1 through 3.4.9, in the event that Owner and POJV are unable to amicably resolve such issues by November 25, 2009.

**Item 4: Everett Deduction**

The claim of Everett Painting, a HPCC subcontractor, was settled and paid by Work Order 3109 in the amount of \$220,000. This amount shall be deducted from the Settlement Payment under Item 1.

**Item 5: Close Out**

**5.1** Credits for all outstanding unearned balances of Work Orders for Phase I and II of the Project shall be issued by Owner in accordance with **Attachments C and D**, respectively; no further work shall be performed and no further payments shall be due in regard to the items on **Attachments C and D**. These Credits remain the property of Owner and shall be taken into consideration in determining the Final Contract Amount. Owner shall issue Work Orders to POJV for all pending reconciliation amounts included in **Attachments C and D** by September 29, 2009.

**5.2** Final Acceptance for the Project is deemed to have occurred on November 16, 2009.

**5.3** The Settlement Payment less the amount under Item 4 shall be paid by Owner to POJV after the Approval Date, and within 21 days of POJV submitting an appropriate and complete pay application, including all releases or consents of surety and other supporting documentation required by the Contract Documents, prior to the Approval Date.

**5.4** Owner remains liable for the additional Direct Costs for the Phase II items shown on **Attachment E**, which includes all in process Work Orders and Proposed Work Orders.

**5.5** Zurich has filed an action styled as *Zurich American Insurance Company v. Parsons Transportation Group, Inc., et al.* Case Number: 08-78361CA31 (the "Builder's Risk Action") in the Eleventh Judicial Circuit Court in and for Miami-Dade County. Within 10 days of the Approval Date, Owner shall attempt to substitute itself as the Defendant and sole party responsible for any judgment in the action. In this event, Owner shall defend itself and POJV, if necessary, in the action and POJV shall be released from any and all liability in regard to the action. In the event that Owner is not substituted as the Defendant, Owner shall assume the defense of POJV, Parsons and Odebrecht and pay POJV, Parsons, and Odebrecht for any and all judgments against POJV, Parsons, and/or Odebrecht. In either case, POJV and Parsons and Odebrecht shall have a duty to cooperate with Owner in connection with this suit, and shall make their employees available to Owner at no cost to Owner. Owner does not have the authority to raise a cause of action or counterclaim on behalf of POJV without obtaining the express, written consent of POJV. In addition to the other payments referenced in this Change Order, Owner shall reimburse POJV for all of POJV's litigation costs and attorneys' fees incurred in the defense of this action up to and including the completion of the full transition of the action to Owner's Counsel.

**5.6** Owner shall also remain liable for payment of all amounts due or that may become due for Builders' Risk insurance premiums as a result of contract growth, for bond premiums (including but not limited to bond premium adjustments as a result of contract growth and bond premiums for CM fees, if any).

**5.7** Owner and POJV delete Special Provisions Articles 10.17, 10.17.1, 10.17.2 and 10.17.3.

Owner and POJV memorialize their intent that no Payment and Performance Bond was required or to be obtained on the CM Fees of POJV.

- 5.8 POJV shall certify the as-built drawings by means of a single certification for each Annex with an attached list of as-built drawings.
- 5.9 All "Shared Savings" provisions in the Contract are deleted.
- 5.10 POJV shall, on or before November 16, 2009, remove all trailers, fences and other equipment and will restore lay-down areas as shown on **Attachment F** to their condition at the time of commencement of the Project.
- 5.11 Subject to the terms of this Change Order, POJV, on its own behalf and on behalf of its joint venture partners, its sureties, Contractors, Trade Contractors, subcontractors, suppliers and vendors, at any tier, and its employees and laborers, releases, waives and relinquishes any and all claims, disputes or causes of action that it has or may have, that were or could have been asserted, arising out of or in connection with the Project, whether known or unknown, against Owner, its officers and employees (and Owner's consultants; but if a consultant raises a claim against POJV or its partners, sureties, Trade Contractors, subcontractors, suppliers or vendors, at any tier, then such waiver against the particular consultant shall be null and void) for events occurring prior to the Approval Date. POJV does not waive and expressly reserves all rights, claims, costs, damages, losses and liabilities that POJV and its partners, Trade Contractors and Trade Contractors' subcontractors, suppliers, laborers and materialmen (at any tier) have relating to: (1) the matters covered by Item 3.4 above; (2) insurable events pursuant to Annex 10; (3) enforcement of the terms of this Change Order; (4) the outstanding contract balance and retainage which are ultimately earned; (5) third party personal injury or property damage claims and (6) the defenses in regard to Owner's exceptions from its waiver as set forth in Item 5.13 below.
- 5.12 POJV, on its behalf and on behalf of its partners, shall indemnify and hold harmless Owner, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, resulting from third party actions or claims against Owner, its officers and employees seeking to recover any of the released or waived claims, disputes or causes of action against Owner, its officers and employees as set forth in Item 5.11 above. Owner and POJV agree that this indemnity is made in connection with the settlement of disputes and is not subject to Sec.725.06(2) Fla. Stat.
- 5.13 Subject to the terms of this Change Order, Owner waives and relinquishes any and all claims, disputes or causes of action that it has or may have, that were or could have been asserted, arising out of or in connection with the Project, whether known or unknown, against POJV, POJV's partners, sureties, Trade Contractors and POJV's Trade Contractors' subcontractors, suppliers, laborers and materialmen (at any tier) relating to the work performed on the Project (including, but not limited to, liquidated damages and backcharges); except that Owner expressly reserves all rights as follows:
- 5.13.1 To pursue HPCC and its subcontractors for all available relief under the Miami-Dade County False Claims Ordinance;
  - 5.13.2 To pursue Zurich as the issuer of the Builder's Risk policy for all available relief, including but not limited to, under the Miami-Dade County False Claims Ordinance;
  - 5.13.3 To pursue Landmark for all available relief;

- 5.13.4 To require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents other than for those items which appear on **Attachment A** and those items on **Attachment B2** which POJV ultimately does not perform ;
- 5.13.5 To require the repair or replacement of latent defects in the Work to the extent provided by Florida law;
- 5.13.6 To enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work;
- 5.13.7 To enforce the terms of the Payment and Performance Bond against POJV's Sureties;
- 5.13.8 To enforce the indemnification provisions of Work Orders 1-3055, 1-3056, 1-3057, 1-3058, 1-3059, 1-3094, 1-3109, and 11-24;
- 5.13.9 To assert all defenses, if any, available to it, including but not limited to those available under Sec. 768.28 Fla. Stat., under the Contract Documents, or otherwise, in regard to POJV's exceptions from its waiver as set forth in Item 5.11 above; and
- 5.13.10 To enforce the terms of this Change Order.

5.14 This Change Order settles disputed matters between the parties. The parties accept the terms of this Change Order and have agreed to its terms solely for their own convenience, without admitting liability or fault.

5.15 Owner and POJV acknowledge the pendency of the lawsuit styled *Hensel Phelps ("HPCC") v. Zurich, et al* Case No: 08-50457CA40 ("The Lawsuit") and agree to the following course of action.

- 5.15.1 POJV has determined that, pursuant to the claims liquidation provisions of HPCC Multi-Trade Contracts for Annexes 16 and 20 ("HPCC's Trade Contracts"), HPCC's pro rata share of the Settlement Payment of \$33 million is \$24.4 million (**Attachment G**). HPCC's pro rata share amount of \$24.4 million shall be reduced by any amount(s) paid by POJV to HPCC after September 15 2009 in regard to HPCC's claims and/or any amounts paid by POJV directly to HPCC's subcontractors after September 15, 2009 for settlement of the subcontractors' claims ("HPCC's Adjusted Pro Rata Share");
- 5.15.2 Owner emphatically asserts that HPCC is entitled to less than HPCC's Adjusted Pro Rata Share and has chosen to enter this Change Order with the firm conclusion following significant investigation that payment to HPCC of HPCC's Adjusted Pro Rata Share is a generous compromise of HPCC's claims.
- 5.15.3 POJV emphatically asserts that HPCC is entitled to no more than HPCC's Adjusted Pro Rata Share without consideration of (1) POJV's backcharges against HPCC, (2) the consequences of HPCC's failure to properly submit its claims in accordance with its Trade Contracts, (3) the ultimate credit as agreed or decided by the arbitrator as referenced in Item 2 above, and (4) the revisions that POJV has made or is making to POJV's May 13, 2008 Submission in regard to HPCC's claims such as the HPCC's expanded general conditions claims for the period between May 2006 and February 2007, the HPCC claim for Mercedes Electric and the HPCC claim for Pritts

Roofing. POJV has chosen to enter this Change Order with the firm conclusion following significant investigation that HPCC's Adjusted Pro Rata Share is a generous compromise of HPCC's claims.

- 5.15.4** Given HPCC's refusal to accept HPCC's Adjusted Pro Rata Share and HPCC's continued pursuit of its pending Lawsuit, Owner and POJV have agreed to the following which will avoid the unnecessary duplicate expenditure of legal fees, expert fees and costs by Owner that would result from POJV adding Owner as third party defendant in The Lawsuit.
- 5.15.4.1.1** Owner shall make its employees readily available as witnesses for depositions and at trial and absorb the wages of such employees; provided that POJV shall pay the reasonable out of pocket expenses of such employees (such as travel costs), if any. Owner will not be obligated to pay for consultants, expert consultants in connection with any litigation (other than the arbitration and the Builder's Risk Action as referenced Items 3.4 and 5.5 above) or dispute resolution efforts among POJV and its Trade Contractors, subcontractors, suppliers or vendors in connection with the Project.
- 5.15.4.1.2** If the litigation between HPCC and POJV, its partners and its sureties is resolved by a judgment of the Court, after the exhaustion of all appeals, for an amount in favor of HPCC (including any interest, court costs, HPCC attorneys' fees and HPCC expert costs awarded) which is less than HPCC's Adjusted Pro Rata Share minus POJV's legal fees, expenses, court costs, and expert fees, POJV shall pay Owner the amount by which HPCC's Adjusted Pro Rata Share is greater than the judgment (less POJV's legal fees, expenses, court costs, and expert fees);
- 5.15.4.1.3** If the litigation between HPCC and POJV, its partners and its sureties is resolved by a judgment of the Court, after the exhaustion of all appeals, for an amount in favor of HPCC (including any interest, court costs, HPCC attorneys' fees and HPCC expert costs awarded) above HPCC's Adjusted Pro Rata Share ("Excess Amount"), Owner shall only be responsible to pay to POJV the following amounts due under the judgment:
- 5.15.4.1.3.1** 85% of the first \$3.6 million of the Excess Amount; and
- 5.15.4.1.3.2** 50% of the next \$20.0 million of the Excess Amount.
- 5.15.4.1.4** In determining the amount of a judgment of the Court, after the exhaustion of all appeals, for an amount in favor of HPCC (including interest, court costs, HPCC attorneys' fees and HPCC expert costs) pursuant to Items 5.15.4.1.2 or 5.15.4.1.3 above, the amount of POJV's backcharges and the ultimate credits as agreed in Item 2 or as agreed or decided by the arbitrator as referenced in Item 3 above shall not be considered and shall remain solely the rights of POJV to pursue against HPCC. In the Lawsuit, POJV shall request a form of judgment which separates the amounts awarded to POJV for such POJV's backcharges and such ultimate credits.

#### Item 6: Transfer of Funds

All remaining balances in Allowance Account 2 (Loading Bridges), Allowance Account 3 (Inspector General and IPSIG Audit Account), Allowance Account 7 (TSA issues) and Allowance Account 8 (PDS issues) are hereby transferred to Allowance Account 1. All unexpended amounts in Allowance Account 1 remaining after payment of the obligations in this Change Order shall remain the property of Owner, and shall be retained by Owner.

#### Item 7: General Provisions

This Change Order is subject to the approval of the Board of County Commissioners and the Mayor.

In all other respects, all other provisions of the Contract Documents remain in full force and effect.

STE - PROGRAM  
LIST of ITEMS POJV will not COMPLETE (MDAD will ACCEPT CREDIT)

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
Annex 16							
40	Warranties	07920		Cc J Multi Trade (HPCC) JOINT SEALANTS-2 year special installer's warranty from date of substantial completion. Expires 2009	Y	\$500.00	
42	Warranties	13860		ACCESS CONTROL AND CCTV SYSTEM-2 year warranty from date of final acceptance. Expires 2009	Y	\$500.00	
43	Warranties	15480		WATER HEATERS-Manufacturers 5 year minimum against defects in workmanship. Expires 2012	Y	\$20,000.00	
44	Warranties	15980		TESTING, ADJUSTING AND BALANCING-General 1 year warranty as outlined in section 15990.(1.8) Expired	Y	\$100.00	
45	Warranties	16251		EMERGENCY PARALLELING SWITCHGEAR-The EPS manufacturer shall provide an extended parts and labor service coverage for an additional 9 years. Seller or dealer warranty will not be accepted. Expires 2015	Y	\$35,000.00	
49A	Commissioning		480	Bx8 E-1 grill missing	N	\$100.00	
49B	Commissioning		482	Return air grill missing E-8, GL, BG, 47B	N	\$100.00	
49C	Commissioning		493	VAV boxes are not tagged	N	\$3,500.00	
49D	Commissioning		985	Supply air diffuser missing	N	\$100.00	
49E	Commissioning		818	Replace emergency white receptacles for red receptacles (1 single & 1 duplex)	N	\$1,000.00	
49F	Commissioning		844	No re-strike lamp in any light fixture	N	\$5,400.00	
49G	Commissioning		853	1 light fixture missing, lighting level very low inside the room	N	\$2,400.00	
49H	Commissioning		893	Light switch is in the wrong side of the door	N	\$1,500.00	
49L	Commissioning		70	Paralleling Gear Training	N	\$26,450.00	Was previously listed as item 361
51	11 Month Warranty		2	Electrical room-400Hz construction filters need to be removed CRU 3 pressure gage glass is broken	N	\$312.00	
52	11 Month Warranty		4	Some of the insulated pumps are sweating at the base plates	N	\$312.00	
53	11 Month Warranty		16	Pump P-9 leaks, pump speed controller needs to be checked	N	\$312.00	
54	11 Month Warranty		21	CRU-5 pressure gages not reading the correct water pressure	N	\$312.00	
58	11 Month Warranty		39	Insulation cover is missing at the chilled water piping	N	\$156.00	
59	11 Month Warranty		43	TEF-3 toilet exhaust fan not pulling air from the bathrooms	N	\$964.00	
60	11 Month Warranty		1	Toilet facility at gate J2, men's and Women's escutcheon plates are corroded	N	\$518.00	
61	11 Month Warranty		2	Toilet facility north of J8, men's and Women's escutcheon plates are corroded	N	\$518.00	
62	11 Month Warranty		3	Toilet facility north of gate J2, men's and Women's escutcheon plates are corroded	N	\$518.00	
63	11 Month Warranty		5	Toilet facility between gates J11 and J13, men's and Women's escutcheon plates are corroded	N	\$518.00	
64	11 Month Warranty		6	Toilet facility between Gates J7 and J9, men's and Women's escutcheon plates are corroded	N	\$518.00	
65	11 Month Warranty		10	Room 1607 men's toilet wash fountain sensor operation is turned off	N	\$151.00	
66	11 Month Warranty		51	Between Gates J9 & J11, men's toilet room lavatory in H.C. stall faucet solenoid valve connection to faucet sensor is disconnected	N	\$151.00	
67	11 Month Warranty		3	The Solar Shades are not operating properly, when opening or closing	N	\$533.00	

26

STE - PROGRAM  
LIST of ITEMS POJV will not COMPLETE (MDAD will ACCEPT CREDIT)

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
68	11 Month Warranty		5	The door is not aligned creating a problem of getting stuck against the door frame bottom side	N	\$302.00	
69	11 Month Warranty		14	All Toilet Rooms there are hooks that were never installed	N	\$259.00	
80	11 Month Warranty		HPCC	3rd floor sign installed without power	N	\$5,000.00	
81	11 Month Warranty		HPCC	2nd way finding signs need alignment	N	\$4,600.00	
82A	MDAD Work Order			W O 1010A-002-C1 Bus Lobby Door Installation	N	\$2,642.00	
<b>Annex 16 Subtotal</b>						<b>\$116,146.00</b>	
<b>Annex 18</b>				<b>South Terminal BHS (Jarvis Webb)</b>			
87	Contract		Work order	Missed MS CC2 (Acceleration costs)	N	\$6,879.00	On 9/9/09 dollar value changed from \$30,000 to \$6,879 as per Bob Berry
<b>Annex 18 Subtotal</b>						<b>\$6,879.00</b>	
<b>Annex 20</b>				<b>Phase II Phasing Requirement</b>			
100				Spare Parts furnish to Owner one set of mfr's recommended replacement parts, modules, spare 1 NLG and NG surge suppression module for all modular equipment	Y	\$20,000.00	Price revised 8/14/09 as submitted by AVE
115	Attic Stock	16709-12					
113	Attic Stock	10270-3		Deliver extra materials to the Owner that match products installed, packaged with protective covering for storage and identified with labels describing contents: 1. Standard field panels and understructure-furnish quantity of standard field panels and understructure to support them equal to 2% of the amount installed	N	\$2,000.00	
116	Attic Stock	01305	hpcc	Once the life of the mock up is over (substantial completion and punch list is complete, MT contractor will remove and deliver mock ups to a location provided by the Owner. For mock ups that cannot be disassembled remove salvageable components (ceiling tile, light fixtures etc) and deliver to a location provided by the Owner	N	\$5,000.00	
120	Attic Stock	16010	Basic Electrical Requirements 16010.4.1.12A	Spare Parts Data, provide spare parts data for each different item of equipment specified. This will be provided as soon as practical after completion of shop drawing materials and equipment or not later than one month prior to substantial completion. Data will include complete lists of parts and supplies with current unit prices and source of supply, a list of parts and supplies normal furnished at no extra cost with the purchase of the equipment, or to be furnished as part of the contract, and a list of additional items recommended by each manufacturer to assure efficient operation for a period of 120 days at the particular installation.	N	\$2,000.00	
123	Attic Stock	16510	Lighting 16510.1 1.02E	Close out information Light fixture and lamp list by type, manufacturer, catalog number with options and replacement lamp type and catalog number. EXCLUDING agreement made with Mercedes on baggage claim area fixtures	Y	\$2,000.00	
123a	Attic Stock	9310	e-mail from R&D 5/4/09 PH2	Ceramic Tile 3% each color	N	500.00	
132	Warranties	07255		Cementitious Fireproofing, 2 year warranty Expires 2/09	N	\$1,000.00	
138	Warranties	07900		Joint Sealer, 5 year warranty	Y	\$5,000.00	
215	O & M	06-115		Plastic Laminate Cabinets	N	\$500.00	

27

STE - PROGRAM  
LIST of ITEMS POJV will not COMPLETE (MDAD will ACCEPT CREDIT)

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
220	O & M	16435		Distribution Switchboards Operations and Maintenance Data required	Y	\$1,000.00	
221	O & M	16470.5		Panelboards Operations and Maintenance Data required	Y	\$1,000.00	
222	O & M	16480.3		Motor Controls and Related Equipment Operations and Maintenance Data required	Y	\$1,000.00	
223	O & M	16501.2		Lighting Control System Operations and Maintenance Manuals required to include instruction leaflets, instruction bulletins	Y	\$1,000.00	
226	O & M	16596.4		Electrical Equipment and Systems Commissioning Operations and Maintenance Manuals required	Y	\$1,000.00	
356	Commissioning		13	Owner Training Projects with duplicate training requirements # of credit hours from vendor	Y	\$17,000.00	
545	Punch List		18065	Few planks of aluminum canopy are scratched on the underside of the deck Aluminum Canopy 160 1'-59 1/6 1-H 5	N	\$212.00	
546	Punch List		18068	Few planks of aluminum canopy are scratched on the underside of the deck 59 1'-56 1/6 1-H 5	N	\$212.00	
547	Punch List		18073	Few planks of aluminum canopy are scratched on the underside of the deck 59 1'-57 1/6 1-H 5	N	\$212.00	
548	Punch List		18090	Few planks of aluminum canopy are scratched on the underside of the deck 59 1'-57 1/6 1-H 5	N	\$212.00	
792	NonConformance	Mech	152	#152 Type 2 Rails with 2 rails vs 5 specified	Y	\$8,000.00	Excluded from 6/18/09 negotiations
798	NonConformance	Electrical	002	#002 As installed 3/4" dia duct in no. 35" dia as designed	Y	\$4,910.00	Excluded from 6/18/09 negotiations
800	NonConformance	Electrical	008	#008 3/4" Conduits installed instead of 1"	Y	\$5,000.00	Excluded from 6/18/09 negotiations
818	Misc Items		Fisk	Big 5 Missing Expansion Joints 75000 Non conformance 014	N	\$75,000.00	As per agreement with Max Fajardo
822	Misc Items		HPCC	Missing Shop for all Subs NON A.184	Y	\$95,000.00	
825	Misc Items		HPCC	BHS Access Ladder Installation	N	\$39,676.00	
826	Misc Items		HPCC	Credit for sound attenuation in Food Court	N	\$90,000.00	Credit for material only price revised 8/11/09
827	Misc Items		HPCC	Credit for fencing at top of Food Court 1 in Transit Separation	N	\$17,000.00	Dry wall fence priced revised 8/11/09
829	Misc Items		HPCC	Cost of Flood Proofing Big Make Up Area (Pumps)	Y	\$67,760.00	MDAD Value Consists of 3 Elements, Pumps \$65,000, Engineering Report \$2,760, Work Not Performed \$22,716
829A	Misc Items		HPCC	Credit for work not done to Flood Proof A155	N	\$66,528.00	
835	NonConformance		190	Cracking at LVD @ Col Y Non-190	Y	\$100,000.00	
851D	MDAD Work Order			HO'DA-045- Partial Elevator electrical work 60 AMP cutoff	N	\$5,390.00	
851I	MDAD Work Order			M018A-206- Relocate CCTV Cameras at Escalators	Y	\$10,530.00	
851J	MDAD Work Order			M018A-209- Swap camera lenses - remove cameras 18 not needed	Y	\$5,390.00	
851K	MDAD Work Order			M018A-209- Swap camera lenses 48, remove cameras not needed	Y	\$5,390.00	
851L	MDAD Work Order			M018A-210 Relocate curbside cameras	Y	\$5,390.00	
851N	MDAD Work Order			M018A-222- CBP Pedestrian Bridge Walkways Locks	Y	\$250.00	
1029	Punch List - Phase II		177	Level 2 Terrace Flooring - Column ISC. Metal plate cover at base unacceptable. Terrace has to be finished, light to column base	Y	\$200.00	
1052	Punch List - Phase II		211	Level 2 - Currency Exchange Counter - Canopy light fixtures, 8 fixtures not per specifications	N	\$1,000.00	
1118	Punch List - Phase II		260	Signage Level 2 - Install sign at entry to Cc II	N	\$500.00	
1156	Punch List - Phase II		301	Roof Level 1 - 37'-6" Area West of G1-10 East end of dog house connection to building enclosure unacceptable	Y	\$3,000.00	
1197	Punch List - Phase III		313	Curved Roof - Intermediate trough drain between G1s 15 & 15g Not constructed properly. It is too shallow and does not match one in the East. It will not serve its function, to collect water. This work must be redone.	Y	\$5,000.00	
1199	Punch List - Phase III		317	Level 1 Curbside (North of Cl. Y) Metal Panel Ceiling - Sprinkler heads not centered in soffit at Cl. Y between G1s 15 & 15g, 15 & 14, 14 & 13	Y	\$100.00	

28

STE - PROGRAM  
LIST of ITEMS POJV will not COMPLETE (MDAD will ACCEPT CREDIT)

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
1202	Punch List - Phase II		150	Level 1 Curbside (North of GI, Y) Metal Panel Ceiling - All wall light fitting types at GI, X, Z-Pix installed under fixture, unacceptable.	N	\$1,000.00	
1205	Punch List - Phase II		113	Level 1 Curbside (North of GI, Y) Metal Panel Ceiling - Existing metal slats ceiling restoration unfinished	N	\$500.00	
1224	Punch List - Phase II		122	Level 2 Curbside (North of GI, Y) Metal Panel Ceiling - Strunkler heads not centered in openings at GI 8, 15 & 11(C), 11 & 13 (A), 13 & 12 (A), 12 & 11 (A), 11 & 10 (A)	Y	\$1,000.00	
<b>Annex 20 Subtotal for items MDAD will accept credit</b>						<b>\$682,362.00</b>	
<b>Grand Total</b>						<b>\$805,387.00</b>	

*Michael J. Smith*

**STE - PROGRAM**  
**LIST of PENDING ITEMS POJV AGREES to COMPLETE**

	Item	Type	Spec Section	Cross Reference Item #	Description	MDAD Value	Comments
<b>Annex 7</b>					<b>Curtain Wall South Terminal (Enclos)</b>		
	10	Close Out Documents	GC 11.5.03 GC 11.6.01 SP 9.11		Contractor's Final Affidavit & Release of All Claims		Phase I & Phase II issue - Will be satisfied by CO #9
	12	As-Built			Certification Required (SEE ANNEX 20)		Phase I & Phase II issue
<b>Annex 7 Subtotal</b>							
<b>Annex 12</b>					<b>H-J Pavement (Kiewit)</b>		
	19	Close Out Documents	GC 11.5.03 GC 11.6.01 SP 9.11		Contractor's Final Affidavit & Release of All Claims		Will be satisfied by CO #9
<b>Annex 12 Subtotal</b>							
<b>Annex 16</b>					<b>Cc J Multi Trade (HPCC)</b>		
	27	Close Out Documents			(Certificate of Occupancy) Transfer Permit to Owner	\$0.00	To be transferred to MDAD when complete
	28	Close Out Documents	GC 11.5.03 GC 11.6.01 SP 9.11		Contractor's Final Affidavit & Release of All Claims		Will be satisfied by CO #9
	30	As-Built	01050		Provide Final Certified Survey	\$100,000.00	
	31	As-Built			Certification of As-Built	\$500,000.00	
	36	Warranties	07552	Prints	SBS MODIFIED BITUMINOUS MEMBRANE ROOFING-Special project warranty for 2 years from date of substantial completion as outlined in section 07552(1.9.B) Also see 07552-12(3.10) for warranty verbiage Expires 2009	\$100,000.00	POJV is in the process of obtaining this warranty
	37	Warranties	07600		SHEET METAL FLASHING AND TRIM-General subcontractor's 2 year warranty covering installation. Expires 2009	\$5,000.00	
	38	Warranties	07720		ROOF ACCESSORIES-General subcontractor's 2 year warranty Expires 2009	\$5,000.00	
	56	11 Month Warranty		22	PAHU-12 pressure gage glass missing unsafe condensate pump wiring	\$1,248.00	
	82B	AHJ Items		65	Complete Protection of the Fire rated walls/Patch beam passing through exterior wall above door 1083	\$1,000.00	
	82C	AHJ Items		67b	Mechanical Room 1072 seal all penetrations through walls	\$1,000.00	
	82D	AHJ Items		68a	Electrical Room 1067 seal all penetrations	\$1,000.00	
	82E	AHJ Items		94b	Mechanical Room 1011 move domestic water valve away from egress to door 1011B	\$1,000.00	
	82F	AHJ Items		95c	1081 Domestic Water Pump Room complete smoke detector installation	\$2,000.00	
	82G	AHJ Items		103b	1239 Finish Fire damper	\$2,000.00	
<b>Annex 16 Subtotal</b>						<b>\$719,248.00</b>	
<b>Annex 18</b>					<b>South Terminal BHS (Jarvis Webb)</b>		
	88	Close Out Documents	GC 11.5.03 GC 11.6.01 SP 9.11		Contractor's Final Affidavit & Release of All Claims		Will be satisfied by CO #9
<b>Annex 18 Subtotal</b>							
<b>Annex 19</b>					<b>Cc J Curtain Wall (Permasteelisa)</b>		
	91	Close Out Documents	GC 11.5.03 GC 11.6.01 SP 9.11		Contractor's Final Affidavit & Release of All Claims		Will be satisfied by CO #9
	94a	Purch list			Fire Proofing issue from Building Dept	\$100,000.00	
<b>Annex 19 Subtotal</b>						<b>\$100,000.00</b>	
<b>Annex 20</b>							
	101	Close Out Documents	GC 11.5.03 GC 11.6.01 SP 9.11		Contractor's Final Affidavit & Release of All Claims		Will be satisfied by CO #9
	103	As-Built			Architecture 30% incomplete	\$20,000.00	
	104	As-Built			Electrical 20% incomplete	\$20,000.00	
	105	As-Built			Mechanical 15% incomplete	\$20,000.00	
	106	As-Built			Civil 90% incomplete	\$20,000.00	
	107	As-Built			Fire Protection 5% incomplete	\$20,000.00	
	108	As-Built			Plumbing 55% incomplete	\$20,000.00	
	109	As-Built			Signage	\$0.00	
	110	As-Built			Certification of As-Built	\$500,000.00	
	111	As-Built/Shop Drawings	01050		Provide Final Certified Survey	\$100,000.00	
	114	Bill of Stock	18509-2		Provide ten extra renewable fuses to Owner	\$5,000.00	
	135	Warranties	07525		Modified Bitumen Sheet Roofing, 30 year warranty	\$100,000.00	
	136	Warranties	07540		Thermoplastic Membrane Roofing, 10 year installer 20 year mfr	\$100,000.00	
	137	Warranties	07600		Flashing and Sheet Metal, 20 year warranty	\$100,000.00	
	663	AHJ List		1774	Room 1014 pending final inspection	\$480.00	
	665	AHJ List		1849	Transient voltage surge suppressor device is not installed at Panel 1C-2L1A Electrical Room 2-1A E4 02	\$480.00	
	666	AHJ List		1943	Pending installation of (5) 1 pole 20A bkr's at Panel 1-4L1A Electrical Room 4-1A Sheet E06 02	\$480.00	
	667	AHJ List		1770	Label missing switch board 2F TOPHA Electrical Room 1-A E6 03	\$480.00	
	669a	AHJ List	NFPA 101.5.2.1.3.3	AHJ master list 0717	Provide change of elevation at exit door from switchgear room in accordance with NFPA raised thresholds exceeding 1/4" at door ways shall be beveled with a slope no greater than 1 in 2. The raised threshold is approximately 7"	\$1,031.42	
	669b	AHJ List		AHJ master list 2048	Provide super max lock box on level 3 elevator vestibule	\$1,031.42	
	669c	AHJ List		AHJ master list 2066	On level 4 has a sphere opening that exceed 4" where the guardrail assembly meet the landing	\$1,031.42	
	669d	AHJ List		AHJ master list 2097	Provides permanent solution for protruding plate near stair down (Stair #7) inside stair #7 protected around pipes/obstructions at corner plate on floor fire rated walls is breached	\$1,031.42	
	669e	AHJ List		AHJ master list 2119	Need to finish firestopping inspection and verify fire stopping system for conveyor carousels from 2nd floor to 3rd floor in command center area	\$1,031.42	
	669f	AHJ List		AHJ master list 2132	Doug house shutter needs balance of closure and box needs fire safety inside	\$1,031.42	
	669g	AHJ List		AHJ master list 2146	Need to finish unfinished area and see plan Clarify/document unprotected openings in floor slab of mechanical room where elevator components penetrate the floor (inside metal mesh enclosure	\$1,031.42	
	669h	AHJ List		AHJ master list 2759	Need revised plan and final inspections for fire alarm	\$1,031.42	

30

STE - PROGRAM  
LIST of PENDING ITEMS POJV AGREES to COMPLETE

Item	Type	Spec Section	Cross Reference Item #	Description	MDAD Value	Comments
669r	AHJ List		AHJ master list 1773	Plan revised and final inspection for fire alarm	\$1,031.42	
669j	AHJ List		AHJ master list 1783	Plan revised and final inspection for fire alarm	\$1,031.42	
669k	AHJ List		AHJ master list 1843	Need revised plan and final inspections for fire alarm	\$1,031.42	
669l	AHJ List		AHJ master list 1858	Pending plan revised and final INSP FIA	\$1,031.42	
669m	AHJ List		AHJ master list 1861	Plan revised and final inspection for fire alarm	\$1,031.42	
669n	AHJ List		AHJ master list 1889	Need revised plan and final inspections for fire alarm	\$1,031.42	
669o	AHJ List		AHJ master list 1907	Plan revised and final inspection for fire alarm	\$1,031.42	
669p	AHJ List		AHJ master list 1921	Plan revised and final inspection for fire alarm	\$1,031.42	
669q	AHJ List		AHJ master list 1964	Need revised plan and final inspections for fire alarm	\$1,031.42	
669r	AHJ List		AHJ master list 1975	Plan revised and final inspection for fire alarm	\$1,031.42	
669s	AHJ List		AHJ master list 1984	Plan revised and final inspection for fire alarm	\$1,031.42	
669t	AHJ List		AHJ master list 2025	Need revised plan and final inspections for fire alarm	\$1,031.42	
669u	AHJ List		AHJ master list 0707	Provide installation of remote alarm status panels powered by the storage batteries installed at a work site readily observed by personnel in accordance with NFPA 110 3.5.6.1. This location should be OCR	\$1,031.42	
669v	AHJ List		AHJ master list 1872	Missing (2) floor outlets near column 3D (B&C)	\$1,031.42	
669w	AHJ List		AHJ master list 1873	Missing floor outlets near international baggage claim area column 34, 36, 38, 40	\$1,031.42	
669x	AHJ List		AHJ master list 1973	Pending installation of (5) 1 pole 20A bkr's at Panel 1-4L1A Electrical Room 4-1A Sheet E06 D2	\$1,031.42	
669y	AHJ List		AHJ master list 2035	Heat detector installed in elevator hoistway to be installed w/in 12" of ceiling	\$1,031.42	
669z	AHJ List		AHJ master list 2129	The west side of the temporary wall separating A155S (a) and (b) phase II construction at column line 17 require a fire stopping and inspection	\$1,031.42	
669aa	AHJ List		AHJ master list 0896	Provide supervision of emergency generators at a normally attended location (OCR) in accordance with NFPA 110.	\$1,031.42	
669ab	AHJ List		AHJ master list 1458	Remove stair penetration (piping) at floor 6 in exit stair # JS010 NFPA 101	\$1,031.42	
669ac	AHJ List		AHJ master list 2078	walls and doors between two conveyors belt lines wall @ conveyor belt #3 need to be complete & inspected with fire stopping system in progress since 8-12-2008	\$1,031.42	
669ad	AHJ List		AHJ master list 2083	Column line #36-#39 fire hose valves protrude more than allowed 4" into walking space from 27' to 30"	\$1,031.42	
669ae	AHJ List		AHJ master list 2094	Conveyor and catwalk above "Landau" vendor needs 2 hr protection where it penetrates wall/floor. (No access)	\$1,031.42	
845	Misc Items			Lighting UL certification	\$26,450.00	POJV contends that the requirements of the specifications can not be met
846	Misc Items			Low Voltage wires of the card reader system with the power cables of the conveyor belts (contract work)	\$529,000.00	
851	Misc Items	NFPA 110		NFPA 110 Remote monitoring of emergency generator status alarms (R Davalos)	\$26,450.00	
<b>Annex 20 Subtotal</b>					<b>\$1,640,794.02</b>	
<b>Grand Total</b>					<b>\$2,460,042.02</b>	

Upon completion of AHJ Items Above and Item 94A Above, POJV's Master Permits for South Terminal and Cc J are to be transferred to MDAD

STE - PROGRAM  
LIST of ITEMS POJV MAY PERFORM

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
Annex 16							
41	Warranties	07920		Cc J Multi Trade (HPC) JOINT SEALANTS-20 year special installer's warranty from date of substantial completion Expires 2027	Y	\$30,000.00	
49	Commissioning		69	PCA SATP Completion of site acceptance test procedure Inet	Y	\$100,000.00	
49J	Commissioning		22	CCJ CCTV & Intercom Ericson manpower & performance (CCJ)	Y	\$13,226.00	was previously listed as item 358
<b>Annex 16 Subtotal</b>						<b>\$143,226.00</b>	
Annex 20							
97	Contract	Div 15	Commissioning Test & Balancing	Test and Balance Report Submittal Corrections (B313A)	Y	\$15,000.00	
118	Attic Stock	09650	Resilient Flooring 09650 S-3-05a	Furnish additional factory sealed standard cartons containing a total of at least 3% of the amount of each different material type and color of floor tile used on the project	N	\$7,600.00	
123b	Attic Stock	9510	e-mail from R&Q 5/4/09 PH2	Acoustical Ceilings 2% each ceiling panel type and 2% each type of suspension system Minimum 1 component each	N	5,000.00	
123c	Attic Stock	9540	e-mail from R&Q 5/4/09 PH2	Metal Ceiling 2% each ceiling panel type and 2% each type of suspension system Minimum 1 component each	N	5,000.00	
123e	Attic Stock		e-mail from R&Q 5/4/09 PH2	Spherical Ceiling	N		
127	Warranties	03350		Special Concrete Finishes 5 year warranty	N	\$2,600.00	
147	Warranties	09650		Resilient Flooring 2 year warranty Expires 2009	Y	\$1,500.00	
150	Warranties	10170		Cast Polymer Toilet Fabrications 10 year warranty	Y	\$102,800.00	
164	Warranties	13130		Tensile Membrane Structures 3 year warranty	Y	\$1,390.00	
170	Warranties	15480		Water Heaters 5 year warranty	N		
173	Warranties	16510		Special Lighting 5 year warranty	N	\$300,070.00	
176	Warranties	3310	Phase II	Concrete Work	Y	\$20.00	
177	Warranties	03601	Phase II	Non-Shrink Grout	Y	1,000.00	
178	Warranties	04200	Phase II	Unit Masonry	Y	\$1,000.00	
179	Warranties	05411	Phase II	Light Gauge Metal Framing	Y	\$2,000.00	
180	Warranties	05500	Phase II	Metal Fabrications	Y	\$4,000.00	
181	Warranties	05565	Phase II	Architectural Metal Fabrication - Bostic	Y	\$2,000.00	
182	Warranties	05720	Phase II	Ornamental Handrails and Railings	Y	\$3,000.00	
183	Warranties	06100	Phase II	Rough Carpentry	Y	\$1,000.00	
184	Warranties	06200	Phase II	Finish Carpentry	Y	\$1,000.00	
185	Warranties	07120	Phase II	Fluid Applied Waterproofing	Y	\$4,000.00	
186	Warranties	07125	Phase II	Epoxy Resin Vapor Retarder	Y	\$6,000.00	
187	Warranties	07130	Phase II	Bentone Waterproofing	Y	\$10,000.00	
188	Warranties	07140	Phase II	Metal Oxide Waterproofing	Y	\$10,000.00	
189	Warranties	07190	Phase II	Vapor Barriers	Y	\$5,000.00	
190	Warranties	07210	Phase II	Building Insulation	Y	\$5,000.00	
191	Warranties	07270	Phase II	Fireslopping	Y	\$2,000.00	
192	Warranties	07720	Phase II	Roof Accessories	Y	\$5,000.00	
194	Warranties	09220	Phase II	Portland Cement Plaster (Stucco)	Y	\$3,000.00	
195	Warranties	09250	Phase II	Gypsum Drywall	Y	\$2,000.00	
196	Warranties	09310	Phase II	Ceramic Tile	Y	\$2,000.00	
197	Warranties	09440	Phase II	Epoxy Terrazzo	Y	\$3,000.00	
198	Warranties	09445	Phase II	Rustic Terrazzo	Y	\$2,000.00	
199	Warranties	09510	Phase II	Acoustical Ceilings	Y	\$2,000.00	
200	Warranties	09770	Phase II	Interior Panels and Column Covers	Y	\$2,000.00	
201	Warranties	09900	Phase II	Painting	Y	\$2,000.00	
202	Warranties	10400	Phase II	Signage	Y	\$1,000.00	
203	Warranties	11000	Phase II	Equipment and Specialties - Redyref div	Y	\$1,000.00	
204	Warranties	11000	Phase II	Equipment and Specialties - Werco Building	Y	\$1,000.00	
205	Warranties	11000	Phase II	Equipment and Specialties - United Rentals	Y	\$1,000.00	

32

STE - PROGRAM  
LIST of ITEMS POJV MAY PERFORM

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
206	Warranties	11004	Phase II	Fail Arrest System	Y	\$1,000.00	
207	Warranties	15010	Phase II	Basic Mechanical Requirements	Y	\$3,000.00	
208	Warranties	15330	Phase II	Wet Pipe Sprinkler Systems	Y	\$5,500.00	
209	Warranties	15400	Phase II	Plumbing	Y	\$5,000.00	
210	Warranties	16010	Phase II	Basic Electrical Requirements	Y	\$5,500.00	
217	O & M	07540-3		submital 3-ring binder with all data	Y	\$1,000.00	
218	O & M	11014-2		Tie and Life Line Anchors Operation and Maintenance Manuals to comply with 01730 to include training of Owner's personnel.	Y	\$5,000.00	
224	O & M	16510-0		Special Lighting Maintenance Data	Y	\$2,000.00	
225	O & M	16660-17		Generator Paralleling Switchgear Operations and Maintenance Manuals Describes requirements	Y	\$2,000.00	
227	O & M	15330	Wet Pipe Sprinkler 15330-4 1.06C	Maintenance Data requirements for inclusion in Owner Manual	Y	\$2,000.00	
228	O & M	16010	Basic Electrical Requirements 16010-3 1 11A	Operation and Maintenance Manual See spec section for details of content	Y	\$2,000.00	
229	O & M	16375	Underground Distribution	Operating and maintenance data	Y	\$2,000.00	
230	O & M	16460	Dry Type Transformer	Operating and Maintenance Data	Y	\$2,000.00	
231	O & M	16465	Bus Duct	Operating and maintenance data	Y	\$2,000.00	
232	O & M	16470	Panelboards	Operating and maintenance data	Y	\$2,000.00	
233	O & M	16480	Motor Control Equipment	Operating and maintenance data	Y	\$2,000.00	
234	O & M	16490	Auto Transfer Switches	Operating and maintenance data	Y	\$2,000.00	
235	O & M	16511	Public Area Lighting	Maintenance and operating instructions	Y	\$2,000.00	
236	O & M	16650	Voltage Surge Suppressor	Equipment Manual mfr will furnish with the submittal and with each unit delivered an equipment manual that details the installation.	Y	\$2,000.00	
237	O & M	16705	Access Control & Security	Operation and Maintenance Manual See spec section for details of content	Y	\$2,000.00	
251	Commissioning		BMS	Provide training for light monitoring and power management system	Y	\$3,174.00	
262	Commissioning		ST2-81	Perform commissioning functional test @ST2-81(Cameras)	Y	\$5,290.00	
270	Commissioning		ST3-016	Perform commissioning functional test @ST3-16(Cameras)	Y	\$5,290.00	
286	Commissioning		ST3-058	Perform commissioning functional test @ST3-58(Cameras)	Y	\$5,290.00	
295	Commissioning		ST4-10	Perform commissioning functional test @ST4-10(Cameras)	Y	\$5,290.00	
335	Commissioning		EGEN-1	Complete deficiencies from commissioning pre-functional test	Y	\$13,224.00	
336	Commissioning		General	Demonstrate window washing equipment and turn over to Owner	Y	\$39,674.00	
337	Commissioning		ESWG-1	Correct deficiencies from pre-functional test & perform final inspection	Y	\$5,290.00	
338	Commissioning		ESGW-2	Correct deficiencies from pre-functional test & perform final inspection	Y	\$5,290.00	
339	Commissioning		ESGW-3	Correct deficiencies from pre-functional test & perform final inspection	Y	\$5,290.00	
569	Punch List		16147	Safety cable and supports are approximately 14' from edge instead of 8' PMCR 2/15/2008. Rewrite item to read North High Roof 49-25Z-X. Move safety cable and supports to comply with documents (16'-0" from edges vs 14'-0" installed)	Y	\$19,044.00	

**STE - PROGRAM**  
**LIST of ITEMS POJV MAY PERFORM**

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
570	Punch List		18159	Safety cable is not 8' from edge and does not turn North on West side. BMCR 2/15/2008. Revise item to read: South High Roof 50-25V 2-C-5. Move safety cable and supports to comply with documents (8'-0 from edges) and extend system to comply with all con	Y	\$19,044.00	
571	Punch List		18153	Safety cable and supports are missing on the West side. BMCR 2/15/2008. Revise item to read: Provide missing safety cable and supports on the West side and locate all supports per documents.	Y	\$19,044.00	
572	Punch List		18204	Safety cable and supports is missing on East side of roof. BMCR 2/15/2008. Revise item to read: Install safety cable and supports on East side of roof.	Y	\$19,044.00	
573	Punch List		18218	Roof #6.5-32/6.5-2. Provide missing safety cable system on South wall at 37d-45.5d.	Y	\$19,044.00	
574	Punch List		18242	Safety cable is missing on west end between 21 and 17. BMCR 2/15/2008. Revise item to read: Provide missing safety cable assembly/system at west end between 21 and 17.	Y	\$19,044.00	
575	Punch List		18268	South edge does not have a safety cable or supports. BMCR 2/15/2008. Revise item to read: High Roof (X-X/25-21(+92.3). Provide safety cable system and overflow scupper at south edge (line D).	Y	\$19,044.00	
576	Punch List		18269	Missing safety cable. BMCR 2/15/2008. Revise item to read: Eyebrow X-Y at 21-25. Provide missing safety cable assembly.	Y	\$19,044.00	
577	Punch List		18273	Safety cable supports is beyond 8' from edge. BMCR 2/15/2008. Revise item to read: Eyebrow X-Y at 21-25. Move/re-install safety cable assembly system at correct location from edge (8ft) - 18273.1 ADD: Eyebrow X-Y at 21-26. Clean roof area.	Y	\$19,044.00	
578	Punch List		18274	Missing safety cable and supports. BMCR 2/15/2008. Revise item to read: Provide missing safety cable and supports system.	Y	\$19,044.00	
579	Punch List		18297	Safety line on south side is not long enough on west end. BMCR 2/15/2008. Revise item to read: Extend safety line system on south side to 8ft. from west end.	Y	\$19,044.00	
580	Punch List		18300	Safety line that runs east to west needs to be 8' from south side. BMCR 2/15/2008. Revise item to read: Re-install and extend safety line system to encompass North, East, and South Perimeter and be 8ft from edges.	Y	\$19,044.00	
784b	Non-Conformance		e-mail from R&O 5/4/09	Roofing	N	\$10,000.00	Excluded from 6/18/09 negotiations
797	Non-Conformance	PH2	007	#007. Fire hose connection required at each valve station.	Y	\$423.00	
815	Misc Items	Fire	007	Lowering of lights in Bag Makeup Area.	Y	\$52,800.00	
816	Misc Items	Fisk	Fisk	L Type Fixtures in Bag Makeup (11052 fixtures)	Y	\$75,000.00	
823	Misc Items	HPCC	HPCC	Minic Acid Damage	Y	\$750,000.00	
836	Non-Conformance	017	017	Water ponding at the Bus Station NON-017	Y	\$13,225.00	
846	Misc Items			Lighting control (ROM by Nour, Davalos and Ramon)	Y	\$238,050.00	
847	Misc Items			Site restoration (Trailers removal, landscaping restoration, etc)	Y	\$26,450.00	
8510	MDAO Work Order			M018A-245. Install Concrete curb cane detection devices	Y	\$5,000.00	
856	Punch List - Phase II		5	Unassigned Spare 1028 - Provide light switch	N	\$200.00	
868	Punch List - Phase II		7	Men 1014 - Replace lamps of wrong color. All lamps must be 3000 K color	N	\$500.00	
869	Punch List - Phase II		8	Women 1024 - Replace lamps of wrong color. All lamps must be 3000 K color	N	\$500.00	
864	Punch List - Phase II		11	Circulation 1020 - Replace lamps of wrong color at C'ath Kiosk. All lamps must be 3000 K color.	N	\$500.00	
879	Punch List - Phase II		27	Mechanical - First Level (LVB) - It appears an excess amount of air is being delivered by the lower drive ventilation system and a high noise level	Y	\$1,000.00	

34

**STE - PROGRAM**  
**LIST of ITEMS POJV MAY PERFORM**

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
880	Punch List - Phase II		28	Mechanical - First Level (1VD) - Lower Drive: Ventilation supply air plenum walls are vibrating and contributing to the noise level.	Y	\$5,000.00	
881	Punch List - Phase II		29	Mechanical - Janitor/Plumbing Chases - All sanitary ventilation and domestic water piping in the plumbing chases are not supported or are not properly supported. Ventilation piping can be seen vibrating after a flush/flusher is actuated.	Y	\$1,000.00	
882	Punch List - Phase II		30	Mechanical - Janitor/Plumbing Chases - The water heater overflow pan drain shall be piped down to the junior sink in a manner that will not cause accidental nature or damage to the building structure.	Y	\$1,000.00	
885	Punch List - Phase II		33	Electrical - 1st Floor Corridor - Light fixture type "SK" at col. Line 9d are missing.	Y	\$1,000.00	
886	Punch List - Phase II		34	Electrical - 1st Floor Corridor - Light fixture type "SF" at each side of col. 9d are missing.	Y	\$1,000.00	
887	Punch List - Phase II		35	Electrical - 2nd Floor Corridor - Light fixture type "SF" are missing throughout.	Y	\$5,000.00	
888	Punch List - Phase II		36	Electrical - 2nd Floor Corridor - Light fixture type "SB" is missing at col 10d.	Y	\$1,000.00	
889	Punch List - Phase II		37	Electrical - 2nd Floor Corridor - Light fixture type "SH-2" at entrance door col. 9d has wrong reflector.	Y	\$500.00	
890	Punch List - Phase II		38	Electrical - 2nd Floor Corridor - Light fixture type "SH-1" at col. 11d and 13d have wrong reflectors.	Y	\$500.00	
891	Punch List - Phase II		39	Electrical - 2nd Floor Corridor - Verify reflector type for all "SH-1" and "SH-2" light fixtures. They all appear to have the wrong reflector.	Y	\$2,000.00	
892	Punch List - Phase II		40	Electrical - 2nd Floor Corridor - All light fixtures type "SH-1" have wrong color lamps. Provide correct color lamps.	Y	\$2,000.00	
894	Punch List - Phase II		42	Electrical - 3rd Floor Moving Walk - Light fixtures between 10d-13d and N-V are wrong type. They must be type "FC".	Y	\$5,000.00	
897	Punch List - Phase II		45	Electrical - Roof - Replace burned out lamp in light fixture type "SQ" at col 13d.	N	\$1,000.00	
898	Punch List - Phase II		46	Fire Protection - First Level - At exterior sidewalk area there is excessive gaps between sprinkler escutcheons and ceiling panels at 4 locations.	Y	\$2,000.00	
899	Punch List - Phase II		47	Fire Protection - First Level - At entrance to men's toilet room, one sprinkler location not per shop drawings causing spacing exceeding 100 SF. Relocate sprinkler to add another sprinkler.	Y	\$1,000.00	
902	Punch List - Phase II		59	Fire Protection - First Level - At big oak drop-up area, 12-inch main and other sprinkler piping with potential to be hit by legs should be protected with bollards or other physical barriers.	Y	\$10,000.00	
904	Punch List - Phase II		52	Fire Protection - Second Level - At exterior sidewalk area there are several locations of gaps between sprinkler escutcheons and ceiling panels.	Y	\$2,000.00	
905	Punch List - Phase II		53	Fire Protection - Second Level - At cloak sprinklers are supposed to be aligned with light and speaker.	Y	\$2,000.00	
907	Punch List - Phase II		55	Fire Protection - Second Level - Sprinklers are too close, less than 6 feet apart, at signs at Col 12 50B-C and Col 10 51B-C. Signage is not tight to ceiling. Provide barriers between sprinklers to keep sprinklers from spraying on each other.	Y	\$5,000.00	
908	Punch List - Phase II		56	Fire Protection - Second Level - At three doors to exterior provide sprinkler at each door.	Y	\$5,000.00	
910	Punch List - Phase II		58	Fire Protection - Third Level - Paint piping at valve room in existing mechanical space. Col. 9-10/2X-Y.	Y	\$500.00	
912	Punch List - Phase II		60	Precast Terrazzo Steps Level 2-3 - Color does not match floor color.	Y	\$10,000.00	
913	Punch List - Phase II		61	Precast Terrazzo Steps Level 2-3 - General cleaning and polishing required to produce a uniform finish.	N	\$2,000.00	
917	Punch List - Phase II		63	Escalator Deck Facing Steps with Bollard Lights Level 2-3 - Block back escalator moving grip rail returns at floor in 2 pieces and not fabricated for width of deck. Replacement to Lunese is required.	N	\$2,000.00	
929	Punch List - Phase II		77	Railway at Stairs Level 2-3 - Escalation installation in progress.	N	\$2,000.00	
938A	Punch List - Phase II		80A	Escalator 44 and 45 Level 2-3 - Outward docks at bottom do not fit install vertical on North Side.	N	\$4,000.00	

35

STE - PROGRAM  
LIST of ITEMS POJV MAY PERFORM

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
945	Punch List - Phase II		92	Ornamental Railings & Carbs Level 3 - Fill gap with S.S. curb intersection with S.S. Base	N	\$500.00	
947	Punch List - Phase II		91	Precast Terrazzo Steps Level 1-2. Color does not match floor color	Y	\$10,000.00	
948A			95A	Precast Terrazzo Steps Level 1-2; Four (4) bottom steps S.S. siding (south end) is protruding beyond tolerance around aprons.	Y	\$1,000.00	
949	Punch List - Phase II		96	Precast Terrazzo Steps Level 1-2. Excavation plates at all S.S. railing missing	Y	\$1,000.00	
951	Punch List - Phase II		98	Precast Terrazzo Steps Level 1-2; Top landing field terrazzo edges at railing posts broken	Y	\$500.00	
952	Punch List - Phase II		99	Precast Terrazzo Steps Level 1-2. Top step north & south edges broken at field terrazzo joint	Y	\$500.00	
955	Punch List - Phase II		102	Stair #1 Stainless Steel Railing & Base Plate Level 1-2 S.S. base plate installation uneven at joints	N	\$500.00	
956	Punch List - Phase II		103	Stair #1 Stainless Steel Railing & Base Plate Level 1-2. Canking at edges and joints uneven and/or incomplete	N	\$500.00	
957	Punch List - Phase II		104	Stair #1 Stainless Steel Railing & Base Plate Level 1-2. North railing semi loose at top landing	N	\$200.00	
958	Punch List - Phase II		105	Stair #1 Stainless Steel Railing & Base Plate Level 1-2; Intermediate landing north joint missing caulking	N	\$200.00	
968	Punch List - Phase II		115	Exhaustors Level 1-2; Top and bottom end bolts not per specifications	N	\$1,000.00	
969	Punch List - Phase II		116	Reflected Ceiling Level 1 - General Comment. Recessed light fixtures need to fit tight in the ceiling	N	\$500.00	
978	Punch List - Phase II		122	Reflected Ceiling Level 1 - Soffit at 8d line needs to be patched and finished	N	\$500.00	
981	Punch List - Phase II		128	Reflected Ceiling Level 1 - Soffit cove at B line. A/C Duct exposed and unfinished	Y	\$250.00	
983	Punch List - Phase II		130	Reflected Ceiling Level 1 - Soffit cove at B line. Caulk around column covers left missing	N	\$250.00	
984	Punch List - Phase II		131	Reflected Ceiling Level 1 - Soffit cove at B line. Different light temperatures	N	\$250.00	
1004	Punch List - Phase II		132	Level 1 Women's Bathroom - Infused pipe penetration at wall not finished (at all sinks)	Y	\$100.00	
1011	Punch List - Phase II		139	Level 1 Men's Bathroom - Infused pipe penetration at wall not finished (at all sinks)	Y	\$100.00	
1020	Punch List - Phase II		168	Level 1 Circulation Area Between 15d and 14d Lines - Expansion joint finish to be improved	N	\$100.00	
1025	Punch List - Phase II		171	Level 1 Terrazzo Flooring - Terrazzo chipped at jacket closet door, hinge side	Y	\$200.00	
1026	Punch List - Phase II		172	Level 1 Terrazzo Flooring - Floor pattern incorrect	Y	\$12,000.00	
1027	Punch List - Phase II		173	Level 2 Terrazzo Flooring - Terrazzo chipped at north wall, west of door 225, bottom of wainscot	Y	\$200.00	
1028	Punch List - Phase II		176	Level 2 Terrazzo Flooring - Terrazzo pattern is incorrect, does not follow Phase 1 sequence of colors	Y	\$12,000.00	
1041	Punch List - Phase II		189	Level 2 Circulation Area Between 0d and 12d Lines - Damaged ceiling tile at north end to be replaced	N	\$100.00	
1049	Punch List - Phase II		197	Level 2 - Currency Exchange Counter - Expansion joint cover plate next to module verify drawings & specs	N	\$300.00	
1050	Punch List - Phase II		198	Level 2 - Currency Exchange Counter - Guardrail ends do not cover support bracket screws	N	\$500.00	
1051	Punch List - Phase II		199	Level 2 - Currency Exchange Counter - Support brackets for counter top do not reach the floor	N	\$1,000.00	
1057	Punch List - Phase II		205	Level 2 - Currency Exchange Counter - SS door in storage area is dented	N	\$500.00	
1058	Punch List - Phase II		206	Level 2 - Currency Exchange Counter - Stainless Steel Soffit. Backlight is protruding above top edge	N	\$500.00	
1061	Punch List - Phase II		209	Level 2 - Currency Exchange Counter - Stainless Steel Soffit. Eight (8) light fixtures not per specifications	N	\$200.00	
1064	Punch List - Phase II		212	Level 2 - Currency Exchange Counter - Counter Back. Support brackets for counter top do not reach the floor	N	\$200.00	

36

STE - PROGRAM  
LIST of ITEMS POJV MAY PERFORM

Item	Type	Spec Section	Cross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
1066	Punch List - Phase II		311	Terrazzo All Levels - all joints at secondary metal buildings have to be refinished, leveled and cleaned up	Y	\$1,000.00	
1078	Punch List - Phase II		320	Metal Panels Cladding - Level I North Wall pump control box cladding missing	N	\$5,000.00	
1079	Punch List - Phase II		327	Metal Panels Cladding - Level I North Wall Recessed wall sconces trim to be adjusted, easternmost fixture trim missing	N	\$500.00	
1089	Punch List - Phase II		337	Metal Panels Cladding Level I South Wall Drinking fountain back panels not aligned	N	\$1,000.00	
1121	Punch List - Phase II		309	Signage Level 3 Exterior angled sign - scratched back and bottom	N	\$1,000.00	
1136	Punch List - Phase II		381	FIDS Level 3 Masts have numerous scratches, reinforce	N	\$500.00	
1141	Punch List - Phase II		309	Lighting Air exterior lighting of glass cube light fixture with participation of Architect	Y	\$200.00	
1150	Punch List - Phase II		328	Roof Level + 37'-6" All Flashing corners shall be either soldered or overlapped 6" minimum (Refer to Specification)	Y	\$5,000.00	
1151	Punch List - Phase II		309	Roof Level + 37'-6" Patch holes from temporary fence and provide warranty certification from existing roof contractor credit for patching required	Y	\$1,000.00	
1152	Punch List - Phase II		301	Roof Level + 37'-6" Patch Enclous UVD through bobbed cooling fan area	Y	\$1,000.00	
1153	Punch List - Phase II		301	Roof Level + 37'-6" Repair door hinge over CVS panel	Y	\$2,000.00	
1154	Punch List - Phase II		302	Roof Level + 37'-6" Repair two holes by GI 10V by original roof installer	Y	\$1,000.00	
1158	Punch List - Phase II		306	Roof Level + 45'-3" All Flashing corners shall be either soldered or overlapped 6" minimum (Refer to Specification)	Y	\$5,000.00	
1159	Punch List - Phase II		307	Roof Level + 45'-3" Roof ledge not finished per CDs	Y	\$5,000.00	
1161	Punch List - Phase II		307	Roof Level + 50'-3" All Flashing corners shall be either soldered or overlapped 6" minimum (Refer to Specification)	Y	\$5,000.00	
1162	Punch List - Phase II		309	Roof Level + 50'-3" Contractor installed angle ply system without approval, it has lost adhesion and has not been reattached towards supports so water is ponding. This is unacceptable and must be corrected	Y	\$6,000.00	
1163	Punch List - Phase II		311	Roof Level + 50'-3" Sumpers are missing flashing on both sides	Y	\$3,000.00	
1164	Punch List - Phase II		312	Roof Level + 50'-3" Repair damaged membrane flashing at parapet	Y	\$2,000.00	
1165	Punch List - Phase II		317	Roof Level + 50'-3" Repair stone at parapet that is cracked	Y	\$2,000.00	
1166	Punch List - Phase II		314	Roof Level + 50'-3" Construction debris shall be removed	Y	\$1,000.00	
1167	Punch List - Phase II		315	Roof Level + 56'-3" All Flashing corners shall be either soldered or overlapped 6" minimum (Refer to Specification)	Y	\$5,000.00	
1170	Punch List - Phase II		318	Roof Level + 56'-3" Top flashing screws not per CDs	Y	\$1,000.00	
1172	Punch List - Phase II		320	Roof Level + 56'-3" Border flashing joint with Phase I flashing uneven and not finished properly, unacceptable	Y	\$5,000.00	
1173	Punch List - Phase II		321	Roof Level + 60'-3" All Flashing corners shall be either soldered or overlapped 6" minimum (Refer to Specification)	Y	\$5,000.00	
1177	Punch List - Phase II		323	Roof Level + 62'-3" All Flashing corners shall be either soldered or overlapped 6" minimum (Refer to Specification)	Y	\$5,000.00	
1178	Punch List - Phase II		326	Roof Level + 62'-3" Roof parapet flashing corners and laps not per standards	Y	\$5,000.00	
1182	Punch List - Phase II		330	Roof Level + 62'-3" RWI and overflow pipes penetrations at MIPS panels have to be sealed and pipes extended in order to prevent water intrusion. Unshipped cut out to MPS is not acceptable. This should have been a circular cut based on field measurements. R	Y	\$10,000.00	
1185	Punch List - Phase II		333	Roof Level + 87'-11" Roof parapet flashing corners and laps not per standards	Y	\$5,000.00	
1187	Punch List - Phase II		343	Roof Level + 87'-11" Roof parapet flashing corners and laps not per standards	Y	\$2,000.00	
1188	Punch List - Phase II		346	Roof Level + 87'-11" Door (01) has an unexplainable 1/2" step that is flashed. Contractors shall remove this and slope flashing towards drains or correct it to a higher (8" min) curb that can be projects flashed	Y	\$2,000.00	
1190	Punch List - Phase II		338	Roof Level + 87'-11" Expansion joint work not per CDs, it is unacceptable and must be reflow	Y	\$2,000.00	
1193	Punch List - Phase II		341	Curved Roof Roof drain cover not secured at GI, ISX and missing at GI, ISX	Y	\$500.00	
1195	Punch List - Phase II		343	Curved Roof SS edge flashing screws attachments unacceptable. Step in continuous curve is not acceptable at flashing and loading	Y	\$5,000.00	

37

STE - PROGRAM  
LIST OF ITEMS POJV MAY PERFORM

Item	Type	Spec Section	Gross Reference Item #	Description	To Be Performed Y/N	MDAD Value	Comments
1212	Punch List - Phase II		300	Level 1 Metal Panel Wall Cladding Entrance Doors. Hose bib at GL 13 to be fitted right to metal panel.	N	\$500.00	
1213	Punch List - Phase II		361	Level 1 Metal Panel Wall Cladding Entrance Doors. All doors present small dents at the frames in both sides.	N	\$500.00	
1216	Punch List - Phase II		363	Level 1 Sidelwalk Columns. Final painting done without proper preparation of existing finish, unacceptable. Work around up light fixtures is uneven and sloppy, terrazzo floor was splattered with column paint.	N	\$1,000.00	
1217	Punch List - Phase II		365	Level 1 Sidelwalk Columns. Renovated/removed coolant at GLs 13 & 14.	Y	\$500.00	
1221	Punch List - Phase II		367	Level 1 Lower Vehicle Drive. Terrazzo Flooring. GL 15. Chipped terrazzo at entrance area.	Y	\$100.00	
1222	Punch List - Phase II		370	Level 1 Lower Vehicle Drive. Terrazzo Flooring. Entrance door at GL 14. Terrazzo to be polished at west side.	Y	\$400.00	
1223	Punch List - Phase II		371	Level 2 Curbside (North of GL Y). Metal Panel Ceiling. Un-used soffit openings between GLs 15 & 15d and 13&12.	Y	\$3,000.00	
1234	Punch List - Phase II		382	Level 2 Curbside (North of GL Y). Wall along GL X - Metal Panel Wall Cladding Entrance Doors. All doors present small dents at the frames in both sides.	Y	\$500.00	
1240	Punch List - Phase II		388	Level 2 Curbside (North of GL Y). Sidelwalk Columns at GL Y; GLs 14, 13, 12 & 11. Incorrect SS Base installed. Replace with Project A1555 base, per the Contract Documents.	Y	\$10,000.00	
1241	Punch List - Phase II		390	Level 2 Upper Vehicle Drive. Terrazzo Flooring. GL 9. Strip between dividers, north of GL Y needs to be fitted, missing terrazzo finish.	Y	\$200.00	
1243	Punch List - Phase II		392	Level 2 Upper Vehicle Drive. Firegate. Uplight at GL 9 missing assembly around bridge missing.	Y	\$4,000.00	
1244	Punch List - Phase II		393	Level 2 Upper Vehicle Drive. Firegate. GL 9. end panel of existing facade to be completed.	Y	\$10,000.00	
1245	Punch List - Phase II		394	Level 3 (North of GL X); Ceiling. GL X-Y Bay - Sprinkler heads require/needs missing @ GL 10, existing walkway ceiling.	Y	\$4,000.00	
1253	Punch List - Phase II		404	Level 3 (North of GL X); Ceiling. GL Y-Z Bay - Metal panel ceiling at GL 13 to be replaced, 2 unused perforations.	Y	\$100.00	
1255	Punch List - Phase II		405	Level 3 (North of GL X); Ceiling. GL Y-Z Bay - Speaker covers to be finished with aluminum covers.	Y	\$500.00	
1256	Punch List - Phase II		305	Level 3 (North of GL X); Ceiling. GL Y-Z Bay - Light fixture at GL 14 F.W. divider too short, to be replaced.	Y	\$100.00	
1257	Punch List - Phase II		405A	Level 3 (North of GL X); Mechanical Room Enclosure at GL 10 - Add SS Base.	Y	\$100.00	
1263	Punch List - Phase II		410	Level 3 (North of GL X); Wall along GL Z - Fire base cabinet enclosure unfinished.	Y	\$400.00	
1267	Punch List - Phase II		415	Level 3 (North of GL X); Wall along GL Z - Bridge Doors Glazing horizontal panel at doors top. Clipped on site, workmanship is unacceptable solar patches, unacceptable.	Y	\$2,000.00	
1269	Punch List - Phase II		417	Level 3 (North of GL X); Terrazzo Flooring - West of GL 10. Aven	Y	\$500.00	
1270	Punch List - Phase II		418	Level 3 (North of GL X); Terrazzo Flooring - West of GL 10. Aven	Y	\$500.00	
1272	Assets			Furniture, Computers, Printers, Programs etc	Y	\$250,000.00	Program wide issue
Annex 20 Subtotal						\$2,632,018.00	
						\$2,775,244.00	

Attachment B2 Total

38

H010A CHANGE ORDER 9 - ATTACHMENT C AND D

CM AT RISK CONTRACT/SOUTH TERMINAL/MIA RECONCILIATION WORK ORDERS/PROPOSED WORK ORDERS					
Project	WO #	ANX	AMT	STATUS	Description
B313A	1-3004	1	(118,00)	APP	This Work Order is intended to credit Allowance Account #1 for unused Annex 1 CM Fees Bond in order to close out Annex 1. Work Order 1-2995 was issued to serve as a holding account until CM Fees Bond issue is resolved. B313A, Annex 1, Lump Sum.
B313A	1-3031	1	(3,235.75)	APP	H010A - Credit to return unused P&P Bond and GMP#1 Builders risk
B313A	1-3078	1	(67,00)	APP	STE - Annex 01 Interim Bus Station Credit 2% Contingency Fees Account to the Allowance Account.
A155A	1-425	2	(22,225.00)	APP	Misc credits for T&M reconcile Annex 2
A155A	1-3005	2	(510.00)	APP	This Work Order is intended to credit Allowance Account #1 for unused Annex 2 CM Fees Bond in order to close out Annex 2. Work Order 1-2995 was issued to serve as a holding account until CM Fees Bond issue is resolved. A155A, Annex 2, Lump Sum.
A155A	1-3032	2	(1,004.00)	APP	H010A - Credit the unused P&P Bond fund and GMP#2 Builders Risk
B313A	1-3079	2	(16,00)	APP	STE - Annex 02 Relocation of Delta Baggage Credit 2% Contingency Fees Account to Allowance Account.
B313A	1-3081	3	557.25	APP	STE - Annex 03 Tree Location and Removal - Builders Risk Policy Balance Due and P&P Bond Fees Account Credit
B313A	1-3006	4	(2,026.00)	APP	This Work Order is intended to credit Allowance Account #1 for unused Annex 4 CM Fees Bond in order to close out Annex 4. Work Order 1-2995 was issued to serve as a holding account until CM Fees Bond issue is resolved. B313A, Annex 4, Lump Sum.
B313A	1-3033	4	(2,791.75)	APP	Annex 4: A155S-credit unused P&P Bond Funds
B313A	1-3080	4	(71.15)	APP	STE - Annex 04 Foundations Credit 2% Contingency Fees Account to Allowance Account.
H010A	2972		(60,994.91)	PND	Annex 7 Phase 1 and II reconciliation
H010A	1-3116	6	(28,326.06)	PND	Annex 6 reconciliation of work orders issued by not used either fully or partially, not including CM Bond Fees which will be reconciled in a future Work Order. WO is based on PWO 2957 project H010A.
B312A	1-3007	8	(436.63)	APP	This Work Order is intended to credit Allowance Account #1 for unused Annex 8 CM Fees Bond in order to close out Annex 8. Work Order 1-2995 was issued to serve as a holding account until CM Fees Bond issue is resolved. B312A, Annex 8, Lump Sum.
B312A	1-3084	8	18.63	APP	Concourse J - Annex 08 Foundations - CM Fees P&P Bond Fees and Construction Contingency Account Balances
B312A	1-3087	8	(1,312.74)	APP	Concourse J - Annex 08 Foundations - Credit Annex Payment and Performance Bond Remaining Balance.
B312A	1-3089	9	(27.84)	APP	Concourse J - Annex 9 Havens Stell - P&P Bond Accruals, CM Fees Bond Accruals and 2% Construction Contingency Balances Remaining.
H010A	1-3108	10	(942,162.55)	APP	Transfer to AA#1 unused funds from T&M WO's 1-1172, 1-1382, 1-1384 and 1-2082 in accordance with PWO 2947 for H010A, Annex 10
B315A	1-3088	12	(6,761,417.15)	APP	H-J Utility and Pavement Annex 12 - Credit for Base Contract Under Runs, Work Order Returns, P&P Bond and 2% Contingency Fund Account Balances.
B315A	1-3114	12	(441.72)	APP	Reconcile final amount for P&P Bond premium for Annex 12. H010A.
H010A	2970	13	(459,996.91)	PND	Annex 13 Phase I and II Reconciliation
B311A	1-3085	14	601.50	APP	Concourse J - Annex 14 - Miscellaneous Contractors - CM Fees P&P Bond Fees Set Aside Work Order - Adjustment Annotation for Allowance Account No.
B311A	1-3086	14	(1,567.89)	APP	Concourse H Annex 14 - Miscellaneous Contractors - Trade Contractor P&P, Construction Contingency and CM Fees P&P Bond Balances for Close Out.
B311A	1-3104	14	(157,682.50)	APP	Return to AA#1 the unused funds from Annex 14 Scope Complement Allowance account in accordance with Special Provisions Article 11.6 and PWO 2945. B311A Annex 14
B312A	1-3076	16	(462,982.85)	APP	Concourse J - Annex 16 Credit Remaining Unused Balances for Various T&M Work Orders
B312A	1-3076	16	(500,000.00)	APP	Concourse J - Annex 16 Cancel Master Work Order 1569 and Credit Full Cost for AHJ Revisions Initiated by Various Agencies.
B312A	1-3105	16	(111,157.00)	APP	Provide diminished value credit for not corrected punchlist and/or nonconformance work items as agreed for B312A Annex 16 and in accordance with PWO 2927.
B312A	2975	16	(184,291.09)	PND	Annex 16 Commissioning Allowance Account Underrun
B312A	1-3117	16	(21,712.00)	APP	Annex 16 reconciliation of (a) unused work orders, and (b) payment performance bond: return of unused 2% Contingency funds, but does not include CM Fees Bond which will be reconciled in a future Work Order; see PWO 2960 project B312A.
B312A	1-3090	17	(18,676.00)	APP	Concourse J - Annex 17 - PLBs - Spare Parts Credit, P&P Bond Accruals, CM Fees Bond Accruals and 2% Construction Contingency Balances for Close Out
H010A	1-3115	18	(69,996.00)	APP	Annex 18 reconciliation of unused work orders, P&P bond: return of unused 2% Contingency funds, but does not include CM Fees Bond which will be reconciled in a future Work Order; see PWO 2961 project H010A
B312A	1-3091	19	(170,270.62)	APP	CC J - Annex 19 - Curtain Wall - Trade Contractors Scope Complement Allowance, P&P Bond Accruals, CM Fees Bond Accruals & 2% Construction Contingency Balance for Close Out.
B313A	1-3106	20	(493,959.19)	APP	Reconcile AHJ WO's and transfer back to AA#1 the unused balance of the AHJ WO's 1-1570 and 1-1571 in accordance with PWO 2946. H010A, Annex 20.
H010A	1-3103	20	(2,724,358.52)	APP	Annex 20 Reconciliation of T&M Work Orders issued, not used and/or converted to Lump Sum Work Orders, in accordance with PWO 2944R1, Projects A155A/S and B313A.
H010A	2973	20	(696,212.29)	PND	Annex 20 Phase II reconciliation
H010A	2974		(960,601.60)	PND	Indirect Cost Reconciliation
H010A	1-3107	PW	(1,056,895.43)	APP	Reconcile unused funds from PW Time and material Work Orders 1-1548 and 1-2128 in accordance with PWO 2948, Program Wide, H010A.

(15,591,659.85) FORECAST Reconciliation Work Orders Total

(2,426,322.14) PENDING Reconciliation Work Orders SubTotal

**Attachment E**

(Phase I and II)

**PENDING PHASE I WORK ORDERS**

WO NO	PWO NO	TITLE	WO DATE	STATUS	WO Value	Annex
1-2915		Railing at dockside			\$ 9,115.00	20
1-3062		Fill in open 3rd floor element			\$ (13,739.00)	20
1-3129		Stairways			\$ 5,098.00	20
1-3130		Builders Risk			\$ 620,749.00	10
1-1938		Hurricane			\$ (18,423.00)	10
1-1939		Hurricane			\$ (1,487.00)	10
<b>Subtotal</b>					<b>601,313.00</b>	

**PENDING PHASE II WORK ORDERS**

PWO/WO	PWO NO	TITLE	WO DATE	STATUS	WO Value	Annex
WO1-3113	02920R1	PH2 A1555 Bow Truss Extension	3/16/2009	WOP	\$ 10,752.00	06
WO1-3123		T&M Code Issues			25,000.00	20
02955	CP0171	PH2 A1555 Del 2 Interior Column Cvr	4/24/2009	NEG	\$ -	07
02967R1	PH0292	PH2 A1555 Relocate Exit Signs Lvl2	6/11/2009	NEG	\$ 653.00	20
02968R1	PH00298	PH2 A1555 Power for Water Heater	7/15/2009	NEG	\$ 2,692.00	20
02962	Fisk 0757	PH2 A1555 Track Lights @ Escalator	9/3/2009	NEG	\$ 1,627.00	20
02951	PH0213	PH2 A1555 Match Exist Wall Finishes	5/20/2009	OPN	\$ 3,194.00	20
02964	PH0096	PH2 A1555 J-Box Existing Powerwalks	6/5/2009	OPN	\$ 7,450.00	20
02965	PH0214	PH2 A1555 Revison to L3 Mech Closet	7/24/2009	OPN	\$ 4,840.00	20
02966	PH0234	PH2 A1555 10 Line Building Envelope	6/5/2009	OPN	\$ 9,540.00	20
COR	PH0292	PH2 A1555 Relocate Existing Sign along V line			\$ 684.00	20
02969	PH0297	PH2 A1555 Credit for AHU Bul30.1	6/5/2009	OPN	\$ (3,098.00)	20
02900	PH0015	PH2 A1555 Decommission Penthouse 19	11/13/2008	R&R	\$ 21,070.00	20
COR	Fisk 0758	PH2 Remove FL& FO Light Fixtures@ Escalators	7/13/2009	OPN	\$ 16,663.00	20
COR	PH0085.3	A1555/B, Return Air Diffuser TOPO	5/29/2009	OPN	\$ 13,521.00	20
COR	PH0285	PH2 A155s Mod Signage Installation	6/3/2009	OPN	\$ 10,026.00	20
COR	PH0303	A1555 Reinstall Devices @Column WP	5/28/2009	OPN	\$ 1,613.00	20
COR	PH0305	PH2 A1555 Remob of Signage Contract	6/10/2009	OPN	\$ 12,426.00	20
COR	PH0120	A1555/B, Bul 127 Delete Heat Detect	4/13/2009	R&R	\$ 1,261.00	20
COR	PH0124	PH2 Fireproofing Existing Steel	3/9/2009	R&R	\$ 42,334.00	20
COR	PH0280	A1555/B Install Temp Hockey Walls	5/11/2009	REJ	\$ 4,993.00	20
<b>Subtotal</b>					<b>187,241.00</b>	

**PENDING PHASE I & II RECONCILIATION WORK ORDERS**

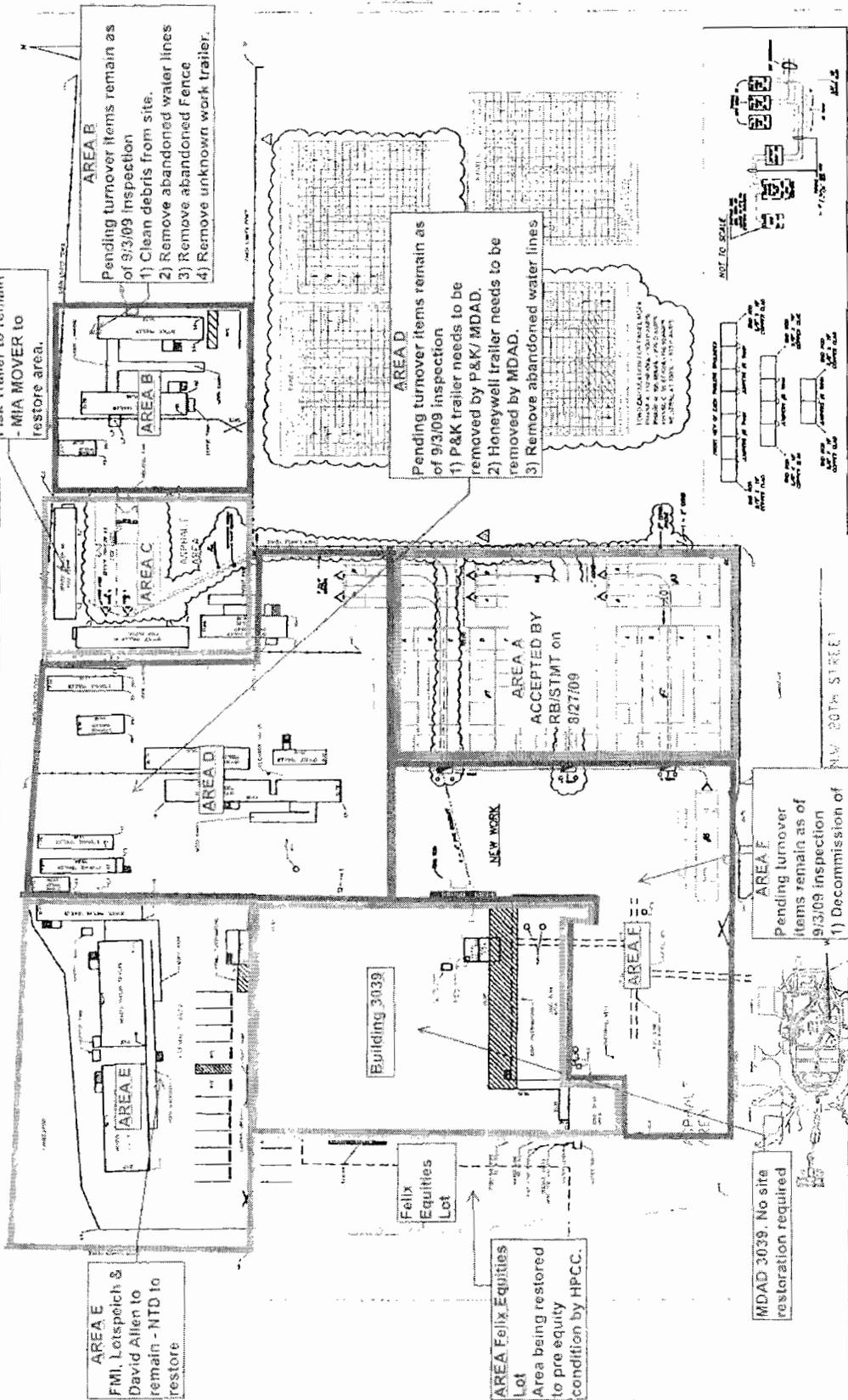
PWO/WO	WO NO	TITLE	WO Value	Annex
2957	1-3116	Annex 6 Phase I and II reconciliation	(28,326.06)	6
2974		Indirect Reconciliation	(980,601.00)	N/A
2973		Annex 20 Phase I & II reconciliation	(696,212.29)	20
2961	1-3115	Annex 18 reconciliation	(99,996.00)	18
2975		Commissioning Allowance Underrun	(184,291.00)	16
2972		Annex 7 Phase I and II reconciliation	(40,994.91)	7
2970		Annex 13 Phase I and II reconciliation	(495,896.88)	13
<b>Subtotal</b>			<b>(2,526,318.14)</b>	

40



# ATTACHMENT F

TEMPORARY ELECTRICAL SERVICE PLAN  
 SOUTH TERMINAL MIAMI EXPANSION PROJECT  
 LOCATION MIAMI INTERNATIONAL AIRPORT



**Note: All other laydown areas have been restored & turned over to MDAD**

2/2

22

DATE: 9/4/09  
 SHEET: ELEC-01  
 PROJECT: SOUTH TERMINAL MIAMI EXPANSION PROJECT  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 9/4/09

Attachment G

	ORIGINAL TC CLAIMS	TC CLAIMS	MAY 13TH SUBMISSION	BALANCE OF MAY 13TH SUBMISSION (*)	ALLOCATED PROPORTIONALLY
Hensel Phelps - STE	\$ 59,560,348	\$ 51,136,341	\$ 27,776,875	\$ 21,529,256	\$ 18,794,769
Hensel Phelps - CCJ	\$ 26,416,064	\$ 21,278,607	\$ 12,614,633	\$ 6,434,342	\$ 5,617,099
Jervis Webb	\$ 4,500,637	\$ 2,828,591	\$ 941,074	\$ 941,074	\$ 821,546
	\$ 90,477,049	\$ 75,243,539	\$ 41,332,582	\$ 28,904,672	\$ 25,233,414
			POJV Mups on TC	\$ 1,473,833	\$ 1,286,637
			POJV Claim Amt	\$ 7,422,729	\$ 6,479,948
			Certified Amount	\$ 37,801,233	\$ 33,000,000
					\$ 24,411,869

(\*) Before settlement with Frisk, Kone, Environmental Interiors, Maverick and David Allen.