Memorandum

MIAMI-DADE COUNTY

Date: April 6, 2010

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

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

From: George M. Burgess
County Manager

Subject: Change Order No. 1 to MIA Runway 8R-26L Pavement Rehabilitation MDAD Project No. H024C-1, increasing the total contract amount by $7,678,104.08

RECOMMENDATION

It is recommended that the Board approve the attached Change Order No. 1 to the contract with General Asphalt Co., Inc., for construction of the Miami International Airport (MIA) Runway 8R-26L Pavement Rehabilitation Project. This change order increases the total contract amount by $7,678,104.08 to incorporate the rehabilitation of the centerline lighting and pavement for Taxiway "N" and connectors leading to Taxiway "M" in the project.

CHANGE ORDER NO.: Change Order No. 1 (MDAD No. H024C-1)

SCOPE

PROJECT NAME: MIA Runway 8R-26L Pavement Rehabilitation

PROJECT NO. MDAD No. H024C-1

PROJECT DESCRIPTION: This project provides the pavement rehabilitation for Runway 8R/26L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of milling one inch of existing asphalt pavement and overlaying the same with three inches of asphalt pavement, overlay of existing shoulders and taxiway connectors, isolated areas of full-depth pavement reconstruction, adjustment of existing lighting, upgrading of the existing runway and Taxiway "M" centerline lighting system, restoration of existing pavement markings and pavement grooving. The runway rehabilitation project will provide increased reliability and safety to one of the most vital components of MIA. Additionally, the project will mitigate recurring pavement maintenance, and thus reduce impacts to the airside operations.

PROJECT LOCATION: Miami International Airport

PRIMARY DISTRICT: Miami International Airport is located primarily within County Commissioner Rebeca Sosa's Commission District Six. However, the impact of this agenda item is countywide in nature as MIA is a regional asset.

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Miami-Dade Aviation Department (MDAD)

MANAGING DEPARTMENT: Miami-Dade Aviation Department

FISCAL IMPACT/FUNDING SOURCE

CHANGE ORDER FUNDING SOURCE: The project is funded by Capital Improvement Program (CIP) and Federal Aviation Administration (FAA) Airport Improvement Program (AIP) funds. MDAD has allocated $29,524,000.00 for this project within the Board-approved $6.2-billion CIP budget. The current contract value is $19,914,842.82; with the changes contemplated in this change order, the contract value increases by $7,678,104.08 for an adjusted contract value of $27,592,946.90.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

RECOMMENDED MODIFICATION: Increases the contract amount by $7,678,104.08.

TRACK RECORD/MONITOR

The contractor, General Asphalt Co., Inc., has performed above satisfactory and continues to perform above satisfactory in providing services to the Miami-Dade County. The Capital Improvements Information System (CIIS) shows that the contractor has received an overall performance evaluation of 3.8 (approaching a superior performance rating of 4.0). MDAD Project Manager Ernesto Beltre is responsible for monitoring this contract.

BACKGROUND

The project was advertised for bids April 30, 2009. Bids were received from four firms: General Asphalt Co, Inc.; Community Asphalt Corp.; H&R Paving Inc.; and Pavex Corp. DBA Ranger Construction South.

MDAD Minority Affairs Division performed a review of the project for compliance with the Disadvantaged Business Enterprise (DBE) Program and found General Asphalt Co.; Community Asphalt Corp.; and Ranger Construction South to be in compliance with the DBE Participation Provisions and the Code of Federal Regulations 49 C.F.R. Part 26. The contract measure applicable to this project is a DBE subcontractor goal of 8.0 percent. General Asphalt Co. met the goal with 8.3 percent.

This contract was awarded by the County Manager's Office to General Asphalt Co., Inc., on August 28, 2009, under the County's Economic Stimulus Plan in accordance with Ordinance 08-92. The Notice-to-Proceed was issued to General Asphalt Co. with an effective date of Monday, September 14, 2009, and the project is currently under construction.

JUSTIFICATION

When the initial bid for runway repairs went out in April 2009, MDAD could not afford to include repairs to Taxiway "N". Due to the depressed economic conditions, all bidders were below the engineer's

estimate and the County's budget of $29,524,000. The contract award amount of $19,914,842.82 is allowing MDAD to spend the remaining budget allocation on the needed repairs to Taxiway "N". In an effort to gain efficiencies and to minimize impacts on airfield operations, the County issued Bulletin #1 to General Asphalt Company Co. for pricing to incorporate the Taxiway "N" centerline lighting rehabilitation into the project.

Taxiway "N" is a critical component of the MIA airfield as it services all aircraft utilizing the North Terminal. The North Terminal has begun to open several gates and will be introducing additional traffic and stresses to Taxiway "N" when completely open. The centerline lighting system has progressively shown signs of deterioration identical to the deficiencies being corrected on Taxiway "M" by this project. Our ability to mitigate deficiencies with this taxiway at this time will increase the Airport's ability to queue aircraft and decrease egress times to and from the runway system. Impacts to queuing and egress are currently being experienced by aircraft traffic due to ongoing repairs. Rehabilitation to this taxiway requires shutting down small portions to minimize the impact on the airfield. Consequently, the productivity of the work is low and the cost is high. Utilizing the existing contract to perform this work will take advantage of unit prices which were competitively bid in a low-economic market condition. Additionally, coupling the Taxiway "N" work with that of the existing Taxiway "M" will capitalize on the extensive coordination and intricate maintenance of traffic developed with the Air Traffic Control Tower and MIA stakeholders. This contract presents the most cost-effective manner in which to accomplish this work within the original budget of the project.

COMPANY NAME:	General Asphalt Co., Inc.
COMPANY PRINCIPAL(S):	Robert A. Lopez, President Royal S. Weber, Vice President Royal S. Weber Jr., Secretary Albert J. Lopez, Treasurer
COMPANY QUALIFIER(S):	Royal S. Weber Jr.
COMPANY EMAIL ADDRESS:	robert@generalasphalt.com
COMPANY STREET ADDRESS:	4850 NW 72nd Avenue Miami, FL 33166
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% Hispanic Male
YEARS IN BUSINESS:	43 years
PREVIOUS CONTRACTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Fourteen (14) construction contracts for a total of $33,361,004.86
CONTRACT MEASURES:	Eight percent (8%) DBE subcontractor goal
DBE SUBCONTRACTORS:	A1A Sod, Sand & Soil, Inc. (0.3%) Retranca Equipment & trucking, Corp. (0.5%) Resources Plus DBA Express Employment Professionals (2.5%) Primary Executive Services, Inc. (5.0%)

CONTRACT MEASURE ACHIEVED:	No work has been completed to date.
TERM OF CONTRACT:	Four Hundred Fifty-four (454) calendar days from the effective date established in the Notice to Proceed
ORIGINAL CONTRACT AMOUNT:	Original Contract amount $19,914,842.82, includes an Inspector General Audit Account for $45,158.37.
AMOUNT OF RECOMMENDED MODIFICATIONS:	$7,678,104.08
CLASSIFICATION OF CHANGE ORDER:	County Requested Change
ADJUSTED CONTRACT AMOUNT:	$27,592,946.90
PERCENT CHANGE THIS MODIFICATION:	38.55%
IPSIG/INSPECTOR GENERAL:	Provisions included
ADVERTISEMENT DATE:	April 30, 2009
CONTRACT AWARD DATE:	August 28, 2009 (Economic Stimulus)
RESPONSIBLE WAGE:	Davis Bacon Wage Determinations for Miami-Dade County Construction Type: Highway Construction

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: April 6, 2010

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

SUBJECT: Agenda Item No. 8(A)(1)(C)

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**

5

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(C)
4-6-10

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT FOR MIA RUNWAY 8R-26L PAVEMENT REHABILITATION, MDAD PROJECT NO.: H024C-1, BETWEEN THE COUNTY AND GENERAL ASPHALT CO., INC., IN AN AMOUNT NOT TO EXCEED $7,678,104.08; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Change Order No. 1 to the contract for MIA Runway 8R-26L Pavement Rehabilitation, MDAD Project No. H024C-1, between County and General Asphalt Co., Inc., in an amount not to exceed $7,678,104.08 in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same.

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 April, 2010. 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

RECEIVED
JAN 2 1 2010
MIAMI, FLORIDA

CHANGE ORDER NO 1 **PROJECT NO.** H024C-1 **DATE:**

PROJECT NAME: MIA Runway 8R-26L Pavement Rehabilitation

TO CONTRACTOR: General Asphalt Co., Inc.

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

ITEM No.	DESCRIPTION	AMOUNT
1	Add four new contract items as shown on Schedule A (Line Items No. 1 through 4) to reflect the estimated quantities that are Projected to be installed as part of Bulletin No. 1 – Taxiway "N" Rehabilitation. All work to be accomplished at the Unit Prices negotiated and agreed upon in Bulletin No.1 (Attachment B) and installed in accordance with the drawings listed in Attachment A. JUSTIFICATION: COUNTY REQUESTED CHANGE	$ 904,140.24
2	Increase the contract quantities as shown on Schedule A (Items No. 5 through 23) to reflect the estimated quantities that are projected to be installed as part of Bulletin No. 1 – Taxiway "N" Rehabilitation. All work to be accomplished at the Contract Bid Unit Prices and installed in accordance with the drawings listed in Attachment A. JUSTIFICATION: COUNTY REQUESTED CHANGE	$ 6,060,126.50
3	Increase the General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	$ 696,426.67
4	Increase the Inspector General Audit Account JUSTIFICATION: COUNTY REQUESTED CHANGE	$ 17,410.67
5	Decrease Phase 1 duration by twenty-eight (28) calendar days for a total of 120 calendar days. The contractor shall reach substantial completion of Taxiway M sub-phases M2 and M5 that will allow beneficial occupancy for aircraft operations. Punch list items, if necessary shall be completed during off peak hours allowed by MDAD Operations. The amount of Liquidated Damages to which the Contractor shall be subject should it not complete the work by the end of 120 days from the start of Phase 1 for this work shall be $11,000 per calendar day. (See Attachment B for Change Order #1 Baseline Schedule) JUSTIFICATION: COUNTY REQUESTED CHANGE	$0
6	Increase the Phase 5 duration by ninety-seven (97) calendar days for a total of 181 calendar days. The Contractor shall complete The Rehabilitation of Taxiway M sub-phases M1, M3 and M4 and Taxiway N sub-phases N1, N2, N3, N4, N5, N6 and N7 during Phase 5 concurrent with the original contract scope of work. For the Taxiway work only, the amount of Liquidated Damages to which the Contractor shall be subject should it not complete the work by the end of 150 days from the start of Phase 5 for this work shall be $11,000 per calendar day. (See Attachment B for Change Order #1 Baseline Schedule) JUSTIFICATION: COUNTY REQUESTED CHANGE	$0
7	Decrease Contract Close Out by sixty-nine (69) calendar days for a total of 21 calendar days. (See Attachment B for Change Order #1 Baseline Schedule) JUSTIFICATION: COUNTY REQUESTED CHANGE	$0

JUSTIFICATION

Taxiway "N" is a critical component of Miami International Airport as it services all aircraft utilizing the North Terminal. The North Terminal has begun to open several gates and will be introducing additional traffic and stresses to Taxiway "N" when completely open. The centerline lighting system has progressively shown signs of deterioration identical to the deficiencies being corrected on Taxiway "M" by this project. Our ability to mitigate deficiencies, with this taxiway at this time, will increase the Airport's ability to queue aircraft and decrease egress times to and from the runway system. Impacts to queuing and egress are currently being experienced by aircraft traffic due to ongoing repairs. Performing rehabilitation to this taxiway requires shutting down small portions to minimize the impact on the airfield. Consequently, the productivity of the work is low and the cost is high. Utilizing the existing contract to perform this work will take advantage of unit prices which were competitively bid in a low economic market condition. Additionally, coupling the Taxiway "N" work with the existing Taxiway "M" will capitalize on the extensive coordination and intricate maintenance of traffic developed with the Air Traffic Control Tower and stake holders at MIA. This contract presents the most cost effective manner in which to accomplish this work within the original budget of the project.

RELEASE OF CLAIM

In consideration of and conditional upon payment to the Contractor by Miami-Dade County (hereinafter "County), of the Changer Order and time for Items 1 through 7, the Contractor releases County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for all events occurring prior to the date of this Change Order, arising out of or in connection with the Contract, except for the outstanding issues listed in the Reservation of Rights below. The Contractor accepts the Change Order as full accord and satisfaction of all time and monies due it under or in connection with Items 1 through 7 of the Change Order except for the outstanding issues stipulated below. This Change Order provides funding for the General Allowance Account and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, contain appropriate waiver and release clauses pertinent to the work description and cost provisions included therein.

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 **PROJECT NO.** H024C-1 **DATE:**

PROJECT NAME: MIA Runway 8R-26L Pavement Rehabilitation

TO CONTRACTOR: General Asphalt Co., Inc.

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

RESERVATION OF RIGHTS

On November 13, 2009, the County issued a Temporary Suspension of Work to the Contractor for Phase 1, which was scheduled to commence on November 16, 2009. The circumstances resulting in the work suspension were beyond the County's control as a portion of the adjacent taxiway was closed due to ongoing construction by the North Terminal Development. On November 19, 2009, the County issued the authorization to resume the Phase 1 work on November 30, 2009. The 14 calendar day delay was deemed excusable by the County. However, the determination of whether the time is compensable has not been settled. The Contract Liquidated Indirect Costs recoverable by the Contractor is $3,500.00 per day for each day the project is delayed due to Compensable Excusable Delay. The Contractor hereby reserves its right to seek direct compensation for the outstanding issues for an amount not to exceed $49,000.00 and 14 calendar days.

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT **$19,914,842.82**

REASON FOR CHANGE:

- ☐ Regulatory Change
- ☐ Other Agency Requested Change
- ☐ Design Errors Change
- ☐ Design Omission Change
- ☑ County Requested Change
- ☐ Unforeseen or Unforeseeable Change

COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED $0.00

ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER .. $19,914,842.82

COST OF CONSTRUCTION CHANGES THIS ORDER ..... $ 7,678,104.08*

ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER . **$27,592,946.90***

PER CENT INCREASE, THIS CHANGE ORDER 38.55%*

TOTAL PER CENT INCREASE TO DATE 38.55%*

EXTENSION OF TIME ALLOWED BY THIS CHANGE 0 CALENDAR DAYS TO December 11, 2010*

***See Reservation of Rights.**

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

H024C-1 — FUNDS BUDGETED CODE

CERTIFIED BY

ACCEPTED BY: _____ CONTRACTOR

Liberty Mutual Insurance Company

SURETY

Charles J. Nielson
Atty-in-fact

RECOMMENDED: _____ PROJECT MANAGER _____ CHIEF ARCHITECT/CHIEF ENGINEER

APPROVED: 1/22/10 HNTB (CONSULTING ENGINEER). MINORITY AFFAIRS

APPROVED: _____ DEPARTMENTAL DIRECTOR

APPROVED: _____ BUDGET DIRECTOR

MIAMI-DADE COUNTY, Florida

By its BOARD OF COUNTY COMMISSIONERS

By: _____ County Manager DATE

ATTEST:

By: _____ Deputy Clerk

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

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 **PROJECT NO.** H024C-1 **DATE:**

PROJECT NAME: MIA Runway 8R-26L Pavement Rehabilitation

TO CONTRACTOR: General Asphalt Co., Inc.

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

SCHEDULE A

LINE ITEM	DESCRIPTION	UNIT	UNIT PRICE	INCREASE QUANTITY	INCREASE AMOUNT
1	01505-1.03.1 Mobilization and General Conditions	LS	$103,876.02	1	$103,876.02
2	01570-5.01.1 Maintenance of Aircraft Operating Area Traffic	LS	$327,307.47	1	$327,307.47
3	L-125-5.21 Replacement of Existing 12" Quartz Fixtures to 12" LED Fixtures	EA	$1979.25	231	$457,206.75
4	L-110-5.3 Concrete Encased Duct 6W4 Electrical	LF	$90.00	175	$15,750.00
	ITEM No. 1 (SUM OF LINE ITEMS 1 THROUGH 4) SUBTOTAL				$904,140.24
5	P-150-4.2 Pavement Milling 0.5 to 5.0 inches	SY	$2.00	117,800	$235,600.00
6	P-151-4.1 Demolition of Bituminous Pavement	SY	$7.00	24,762	$173,334.00
7	P-151-4.2 Demolition Of Taxiway Lighting System	LF	$25.00	25,800	$645,000.00
8	P-153-7.1 Controlled Low Strength Material	CY	$200.00	250	$50,000.00
9	P-401-8.1 Bituminous Concrete (PG 67-22)	TON	$100.00	14,124	$1,412,400.00
10	P-401-8.2 Bituminous Concrete (PG 76 -22)	TON	$100.00	1,000	$100,000.00
11	P-602-5.1 Bituminous Prime Coat	GAL	$5.00	8,760	$43,800.00
12	P-603-5.1 Bituminous Tack Coat	GAL	$3.00	7,600	$22,800.00
13	P-610-5.1 Fill Concrete - Class II	CY	$200.00	800	$160,000.00
14	P-620-5.1 Pavement Painting (Reflective)	SF	$0.82	52,000	$42,640.00
15	P-620-5.2 Pavement Painting (Non-Reflective)	SF	$0.36	26,000	$9,360.00
16	P-620-5.3 Temporary Painting (Reflective, including removal)	SF	$2.50	3,000	$7,500.00
17	P-620-5.4 Removal of Existing Marking	SF	$0.01	25,000	$250.00
18	P-620-5.5 Striping Tape (6 inch)	LF	$0.01	25,000	$250.00
19	L-108-5.1 No. 8 – 5 KV Cable (Airfield Lighting)	LF	$1.65	220,000	$363,000.00
20	L-108-5.2 No. 6 – Counterpoise Wire	LF	$1.10	18,175	$19,992.50
21	L-110-5.1 Concrete Encased Duct 1W2 Electrical	LF	$38.50	18,000	$693,000.00
22	L-125-5.9 Adjust Taxiway Elevated Edge Light	EA	$1,210.00	307	$371,470.00
23	L-125-5.12 Installation of New Taxiway Centerline Light (LED) with a New 12" Base Can	EA	$3,630.00	471	$1,709,730.00
	ITEM No. 2 (SUM OF LINE ITEMS 5 THROUGH 23) SUBTOTAL				$6,060,126.50

ITEM A (SUM OF LINE ITEMS 1 THROUGH 23): $6,964,266.74

ITEM B (10% OF TOTAL ITEM A) – GENERAL ALLOWANCE ACCOUNT: $696,426.67

ITEM C (1/4% OF TOTAL ITEM A) – INSPECTOR GENERAL AUDIT ACCOUNT: $17,410.67

TOTAL CHANGE ORDER AMOUNT: $7,678,104.08

ATTACHMENT A – CHANGE ORDER #1

REVISIONS TO DRAWINGS

DELETE the following drawings from the Bid Set dated April 30, 2009 as amended through Addendum #2:

SHEET NUMBER	DESCRIPTION	REVISION
G 001	Cover Sheet	
G 002A	Index of Drawings	
G 002B	Index of Drawings	
G 003	Index on Contract Quantities	2
PH 100	Phase 1 Plan	
PH 500	Phase 5 Plan	
PH 800	Phasing Notes and Schedule	
MOT 101 through MOT 104	MOT Plan Phase 1	
MOT 501	MOT Overall Phase 5 Plan	
C 200	Overall Pavement Demolition Plan	
C 300	Overall Geometry and Paving Plan	
AL 312 through AL 319	Airfield Lighting Demolition Plan	
AL 401 through AL 419	Airfield Lighting Plan	
AL 800	Taxiway Centerline Light Removal	
SWP 110 through SWP 112	SWPPP	

ADD the following Plan Sheets dated Change Order #1 November 12, 2009:

SHEET NUMBER	DESCRIPTION	REVISION
G 001	Cover Sheet	1
G 002A	Index of Drawings	1
G 002B	Index of Drawings	1
G 003A	Index on Contract Quantities	3
G 003B	Index on Contract Quantities	
G 220 through G 228	Existing Conditions Plan	
PH 100	Phase 1 Plan	1
PH 500	Phase 5 Plan	1
PH 800	Phasing Notes and Schedule	1

11

SHEET NUMBER	DESCRIPTION	REVISION
MOT 101	MOT Plan Phase 1 Sub-Phase M2	1
MOT 102	MOT Plan Phase 1 Sub-Phase M5	1
MOT 501	MOT Plan Phase 5 Sub-Phase M1	1
MOT 502	MOT Plan Phase 5 Sub-Phase N1	
MOT 503	MOT Plan Phase 5 Sub-Phase N2	
MOT 504	MOT Plan Phase 5 Sub-Phase M3 & N3	
MOT 505	MOT Plan Phase 5 Sub-Phase M4	
MOT 506	MOT Plan Phase 5 Sub-Phase N4	
MOT 507	MOT Plan Phase 5 Sub-Phase N5	
MOT 508	MOT Plan Phase 5 Sub-Phase N6	
MOT 509	MOT Plan Phase 5 Sub-Phase N7	
C 200	Overall Pavement Demolition Plan	1
C 220 through C 226	Pavement Demolition Plan	
C 300	Overall Geometry and Paving Plan	1
C 320 through C 327	Geometry and Paving Plan	
CP 220 through CP 226	Marking Layout Plan	
AL 212 through AL 219	Airfield Lighting Existing Conditions	1
AL 312 through AL 319	Airfield Lighting Demolition Plan	1
AL 401 through AL 419	Airfield Lighting Plan	1
AL 800A	Taxiway Centerline Light Removal	1
AL 800B	Taxiway Centerline Light Removal	
AL 804	Airfield Lighting Details	1
AL 807	Airfield Lighting Details	1
SWP 110 through SWP 112	SWPPP	1

REVISIONS TO TECHNICAL SPECIFICATIONS

DELETE page L-110-S2 dated April 30, 2009.
ADD new page L-110-S2 dated November 12, 2009.

DELETE page L-125-S6 dated April 30, 2009.
ADD new page L-125-S6 dated November 12, 2009.

12

ATTACHMENT B – CHANGE ORDER #1

November 23, 2009

Mr. Ernesto Beltre, P.E.
Chief Airport Engineering
Miami International Airport
P.O. Box 025504
Miami, Florida 33102-5504

Re: MIA Runway 8R/26L Pavement Rehabilitation
Project No.: E07-MDAD - 02
Bulletin #1 Analysis and Recommendation

Dear Mr. Beltre:

BULLETIN #1 SUMMARY

Scope of Work: Rehabilitation of the centerline lighting duct bank, circuit, lights and pavement for Taxiway "N" and connectors to Taxiway "M". The existing centerline lighting system will be demolished and restored along with the pavement and markings. Additionally, the phasing and maintenance of traffic for the Taxiway "N" Rehabilitation and homerun cable pulls is included in the scope of work.

Cost Summary: The total cost for Bulletin No. 1 is $6,964,266.74. A total of twenty-three items were included in the bulletin. Nineteen of the twenty-three will be paid at the contract unit price. This correlates to $5,917,622.60 or 85% of the total was competitive bid in the base contract. Four items comprise the remaining 15% or $1,046,644.14. These four items were reviewed by the TYLI|HJR to be acceptable.

Time Impacts: GAC has requested 150 calendar days for the Taxiway "N" Rehabilitation. This scope of work would start and occur concurrently with Phase 5 (84 calendar days) and Closeout Phase (90 calendar days). The Taxiway "N" Rehabilitation would overlap 69 calendar days into the Closeout Phase. Accordingly, the contract duration and end date will not be modified as a result of the change.

Sequencing Logistic: Bulletin No. 1 includes home run cable pulls and demolition of abandoned cables to improve the capacity and routing efficiency of the existing circuits on Taxiway "N". The Contractor began the Taxiway "M" home run cable on November 9, 2009. Performing the Taxiway "N" home run cable pulls and demolition of abandoned cables in conjunction with the base contract work will mitigate future airfield restrictions and capitalize on the coordination effort with MDAD Airside Operations and the MIA ATCT. MDAD has executed Work Order No. 1 for the Taxiway "N" home run cable pulls and demolition of abandoned cables. The total cost for Work Order No. 1 is $212,882.12 (11.8% of the $1,806,334.95 GAA). A total of three items will be included

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in this work order. Change Order No. 1 for Bulletin No. 1 will replenish the $212,882.12 into the General Allowance Account.

Phasing Logistics: Phase 1 (Taxiway "M" Rehabilitation) is schedule to commence November 13, 2009. Since Bulletin No. 1 includes the rehabilitation of the connectors between Taxiways "M" & "N", it is critical that we include the "M" half of the connector work in each of the "M" sub-phase to capitalize on the MOT and Phasing sequence. The airfield is currently under many restrictions in this vicinity due to the North Terminal work. Incorporating the Bulletin No. 1 work ("M" half of the connector) will mitigate future airfield restriction and capitalize on the efficiency within each sub-phase. MDAD has executed Work Order No. 2 to incorporate the connector work into the first sub-phase of Phase 1 (M2). The total cost for Work Order No. 2 is $316,964.00 (17.5% of the $1,806,334.95 GAA). A total of nine items will be included in this work order. Change Order No. 1 for Bulletin No. 1 will replenish the $316,964.00 into the General Allowance Account.

BACKGROUND

On September 23, 2009 Bulletin #1 to replace the centerline lighting system on Taxiway "N" was issued to General Asphalt Co. Inc (GAC). On October 20 GAC responded with a proposal in the amount of $8,520,858.75. Upon review of that proposal TYLI|HJR determined that the increases to the established quantities did not meet the contractual criteria as a major item. Therefore, GAC was requested to revise their cost estimate to reflect unit prices established at bid and to provide backup for the new items of work and schedule impacts relating to the work.

On October 27, GAC responded with a revision to the Bulletin in the amount of $7,647,587.15, a request for an additional 150 days to begin immediately after Phase 4, and a request to rescind the liquidated damages associated with Phase 1 of the work. An updated schedule was not included with this submission. MDAD, HNTB and TYLI|HJR met with GAC to review and discuss the back up provided for the four "new" items that included Mobilization, Maintenance of Traffic, Replacement of Quartz fixtures with LED fixtures and Concrete encased 6w4 duct bank. The latter two items were analyzed by TYLI|HJR and is included as follows:

L-125-5.21 Replacement of Existing 12" Quartz Fixtures to 12" LED Fixtures:

> This is a new line item for Bulletin #1. The difference in pricing between this line item (L-125-5.21) and L-125-5.12 Installation of New Taxiway Centerline Light (LED) with a New 12" Base can is $1,033.85. This amount accounts for the L-868 base can, temporary L-868 cover, extension ring, transformer, coring of pavement, concrete, and dam ring specified for line item L-125-5.12 and not used in L-125-5.21 and drilling and tapping of holes specified for L-125-5.21 and not required for L-125-5.12. We therefore recommend the unit price $1,979.25.

L-110-5.3 Concrete Encased Duct 6W4

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This is a new line item for Bulletin #1. The original bid has a unit price of $48.00 for L-110-5.2 Concrete Encased Duct 4W4. Using the ratio of the number of ducts between L-110-5.2 and L-110-5.3 and the bid unit price for line item L-110-5.2 the unit price for L-110-5.3 should be $72.00. Using pricing from the North Terminal Development project number B732D bid in 2005, the unit price for L-110-05 Concrete Encased Duct 16W4 is $260.00. Using the ratio of the number of ducts between L-110-05 and L-110-5.3 and the bid unit price for line item L-110-05 the unit price for L-110-5.3 should be $97.50. In consideration of the difference in lengths of duct being installed for each of the above line items and the unit price analysis, we recommend the unit price of $90.00.

On November 3, 2009 GAC follow up with a third submittal of Bulletin #1 along with a project schedule incorporating the Bulletin #1 work into the overall construction schedule. The amount of the 3rd submittal of Bulletin #1 was $7,572,769.94 with the same request for the 150 days added immediately after Phase 4 and to rescind the liquidated damages on Phase 1.

The negotiations continued to discuss the costs of Mobilization and MOT. TYLI evaluated the costs and recommended the use of relative percentage of Mobilization at 1.59% and MOT at 5.01% from the original contract and apply it to Bulletin #1. These percentages were further analyzed to confirm this method of determining price. When comparing the Mobilization amount as 1.59% of the total construction cost verses the cost of additional Bonds (at 1.00%), Insurance (at 0.30%) and Operations and incidentals (at 0.25%) is within 3% of the agreed to price of $103,876.02 and is recommended. When comparing the MOT amount as 5.01% of the total construction cost verses the estimated costs of labor, equipment and incidentals is within 2% of the agreed to price of $327,307.47 and is recommended. As a result, the final agreed to price of Bulletin #1 is $6,964,266.74.

Based upon the schedule submitted by GAC the contract time will not change. However, Phase 1 will be shortened to 120 days, after which liquidated damages will take effect if the area is not opened for aircraft operations. Phase 5 shall be increased by a total of 97 days for a total of 181 days to complete the work on Taxiways "M" and "N". However, for the taxiway work only the amount of liquidated damages to which the contractor shall be subject should it not complete the work by the end of 150 days from the start of Phase 5 of this work shall be $11,000 per calendar day. Project close out phase shall be reduced to 21 calendar days.

Sincerely,

Richard P. Raymond
Project Manager

15

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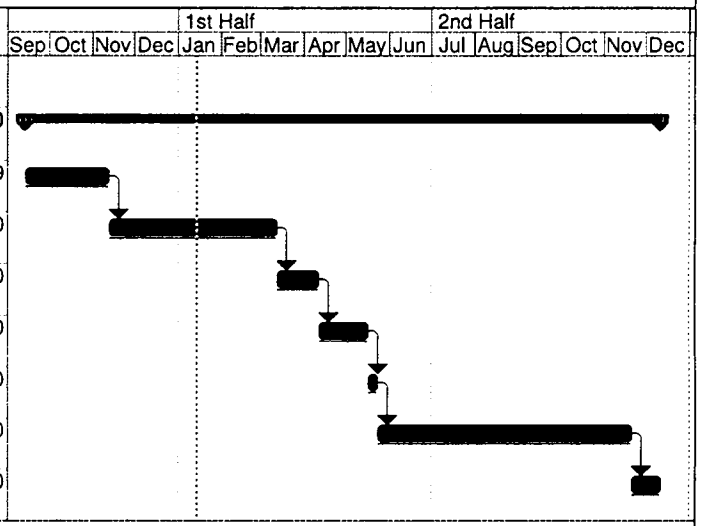
MIA RUNWAY 8R-26L PAVEMENT REHABILITATION PROJECT- H024C-1
Calendar Day Construction Schedule - Change Order #1

ID	Task Name	Duration	Start	Finish
1				
2	**MIA Runway 8R-26L Rehabilitation Construction**	**454 days**	**Mon 9/14/09**	**Sat 12/11/10**
3	Mobilization	60 days	Mon 9/14/09	Thu 11/12/09
4	Phase 1 T/W M C/L Light Work	120 days	Fri 11/13/09	Fri 3/12/10
5	Phase 2 Nighttime Work	30 days	Sat 3/13/10	Sun 4/11/10
6	Phase 3 Runway Shutdown & T/W Pad Area Work	35 days	Mon 4/12/10	Sun 5/16/10
7	Phase 4 Runway Shutdown & T/W Pad Area Work	7 days	Mon 5/17/10	Sun 5/23/10
8	Phase 5 Daytime T/W and Nighttime R/W Work	181 days	Mon 5/24/10	Sat 11/20/10
9	Project Closeout	21 days	Sun 11/21/10	Sat 12/11/10



16

2690548

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

MARY C. ACEVES, CHARLES J. NIELSON, WARREN ALTER, KRISTI MESSEL, CHARLES D. NIELSON, DAVID R. HOOVER, ALL OF THE CITY OF MIAMI LAKES, STATE OF FLORIDA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100********** DOLLARS ($ **100,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 12th day of November, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of November, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, 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 18th day of January, 2010.

17

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2010

PRODUCER (305)822-7800 FAX (305)822-1621
Collinsworth, Alter, Fowler, Dowling & French
P. 0. Box 9315
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER TK COVERAGE AFFORDED BY THE POEIC ES BELOW.

INSURED General Asphalt Co.,Inc.
P 0 Box 522306
Miami, FL 33166

INSURERS AFFORDING COVERAGE	NAIC #
INSURERA, Travelers Indemnity Co of America	
INSURERB: SeaBright Insurance Company	
INSURERc: Great American Ins, Co.	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICYNUMBER	POLICY EFFECTIVE DATE (MM/DD/NY)	POLICY EXPIRATION DATE (MM/DD/NY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X BLANKET ADDL INSD X BLANKET WAIVER GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	C08063M466TIA09	01/01/2010	01/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PR ISES (Ea ~mrancal MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG	$ 1,000,000 $ 300,000 $ S,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Addtl Insured	8108063M466COF09 COMP DED $2,500 COLL DED $2,500 ENDT. CA0001 03/06	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 3 $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EAACC AGG	$ $ $
A		EXCESS UMBRELLA LIABILITY X OCCUR CLAIMS MADEL) DEDUCTIBLE X RETENTION $ 10,000	CUP8063M466TIL09 UMBRELLA IS EXCESS OVER AUTO, GL & EL	01/01/2010	01/01/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below	BB1092000	01/01/2010	01/01/2011	X WC STATU-TORY LI TS OTH-ER E.L. EACH ACCIDENT E-L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C		EXCESS UMBRELLA	TUE033024401 EXCESS LIABILITY IS OVER UMBRELLA	01/01/2010	01/01/2011	$9,000,000 EA OCC LIMIT $9,000,000 AGGREGATE LIMIT	

DESCRIPTION OF OPERATIONS I LOCATIONS / VEHICLES I EXCLUSIONS ADDED BY ENDORSEMENT I SPECIAL PROVISIONS

PROJECT NAME - RUNWAY 8R-26L PAVEMENT REHABILITATION / PROJECT NUMBER - H024C-1
CERTIFICATE HOLDER AND MIAMI-DADE AVIATION DEPARTMENT ARE NAMED AS ADDITIONAL INSURED FOR OPERATIONS BEING PERFORMED BY THE INSURED.
INCLUDES EXTRA WORK AS ITEMIZED IN CHANGE ORDER NUMBER 1

CERTIFICATE HOLDER

MIAMI-DADE COUNTY
111 N.W. 1st STREET
MIAMI, FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IWGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Richard French RICHARD D. FRENCH

ACORD 25 (2001108) @ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.