

Memorandum



Date: December 17, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Amendments to Miami-Dade County's Agreements with Suffolk Construction Company, Inc. and Hellmuth, Obata & Kassabaum, Inc. for Replenishment of the Contingency Accounts for Design and Construction of the New Miami-Dade Children's Courthouse Project

Agenda Item No. 8(F)(4)

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize amendments to the construction services Agreement with Suffolk Construction Company, Inc., and the design services Agreement with Hellmuth, Obata & Kassabaum, Inc. (HOK) for the New Miami-Dade Children's Courthouse (ISD Project A04-GSA-01, ESP W40114). These agreements are being amended solely for the purposes of replenishing the contingency accounts for this project, as follows:

- Authorizes the replenishment of the construction contingency allowance account with Suffolk in the amount of \$3,213,817 (Contract No. W40114C). The additional funding requested for replenishment will ensure a sufficient contingency level to address any unforeseen conditions throughout the completion of the project.
- Authorizes the replenishment of the design contingency allowance account with HOK in the amount of \$1,000,000 (Contract No. W40114). The additional funding requested for replenishment will ensure a sufficient contingency level to address any unforeseen conditions that may arise through completion of the project's construction and warranty administration.

The budget for the Children's Courthouse project has sufficient funding to modify these contracts for the replenishment of the construction and design contingency allowances.

Construction on the Children's Courthouse project was scheduled to be substantially completed on October 21, 2013. Suffolk has requested additional time to complete the construction, which the County has not approved. A meeting is taking place in early December with a company principal to discuss a recovery schedule which will bring the construction to a close in early 2014. To date, the project is approximately 90 percent complete. Construction is ongoing, and all of the precast panels and windows have been installed on the upper floors. The contractor is continuing with the site drainage installation and interior finish work. Once construction is complete, the County will proceed to install the technology infrastructure, furniture, and finishes in order to move clients into the facility. It is still anticipated that the courthouse will be opened on schedule and operational by December 2014.

This project is part of the Economic Stimulus Plan (ESP) approved list of projects, as approved by the Board through Resolution R-616-09, and does not require committee review.

Scope

This project is countywide in nature, but is located in Commission District 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

The total amount of the amendments to these contracts is \$3,213,817 with Suffolk for the construction contingency, and \$1,000,000 with HOK for the design contingency. The funding source for this project is

Criminal Justice Bond proceeds, 2003 Juvenile Courthouse Bond proceeds and interest, as well as Special Revenue-backed financing.

Delegation of Authority

The County Mayor or County Mayor's designee has the authority to execute, implement and exercise the one-year option-to-renew period for this contract.

Track Record/Monitor

Humberto J. Contreras of the Internal Services Department, Design and Construction Services Division, is the Project Manager. Rick Martinez of the Administrative Office of the Courts (AOC) manages this project on behalf of the AOC.

Background on Agreement with Suffolk

On November 3, 2010, the County approved ISD Project No. W40114 ESP; ISD Contract No: W40114 C, for the construction of the new Miami-Dade County Children's Courthouse. There have been two prior amendments to this Agreement, as follows:

Amendment No. 1 with Suffolk was approved by the Board on September 18, 2012 through Resolution R-752-12. This Amendment established a savings program between the County and Suffolk for the direct, sales tax exempt purchase of building materials, supplies, and equipment for the project.

Amendment No. 2 with Suffolk was approved by the Board on January 23, 2013 through Resolution R-69-13. This Amendment assigned certain advertising, scheduling, bidding and award responsibilities to Suffolk for a portion of Division 17 (technology bid package) that included the low voltage wiring for data and telephone, installation labor, programming and testing for the security and video monitoring system and equipment.

This item, Amendment No. 3 with Suffolk, seeks to replenish the dedicated contingency due to various changes that have occurred, as well as for unforeseen conditions that may arise through the completion of the project. Some of the major changes required to date are as follows:

- Suffolk was assigned the installation of the low voltage wiring, programming, and security throughout the facility as a result of the actions taken under Amendment No. 2 related to the Division 17 bid package.
- Redesign of the HVAC equipment to accommodate variable temperature chilled water provided by the County.
- Various change orders required to address soil and groundwater contamination discovered during construction.
- Additional building equipment changes were necessary to accommodate chilled water temp change.
- Installation of Ductile Iron Chilled Water lines and additional gate valves totaling.
- Construction-related architectural revisions to bid drawings.
- Other, smaller change orders related to items such as underground concrete slab conflict, duct bank conflict, utility conflicts, additional grading needed for utilities, additional pile length, drawing revisions, additional vault dampers, and additional rebar.

Background on Agreement with HOK

On August 8, 2005, Miami-Dade County entered into a Professional Services Agreement with HOK for architectural and engineering services for the new Miami-Dade County Children's Courthouse. The Children's Courthouse will accommodate up to 18 courtrooms and related agencies and/or branches directly involved in the administration and support of justice and legal remedies for the Juvenile Division

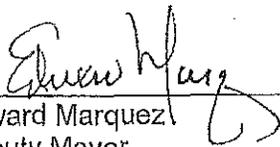
of the Eleventh Judicial Circuit Court as well as the Unified Family Court. There have been two prior amendments to this Agreement, as follows:

Amendment No. 1 with HOK was approved by the Board on December 4, 2007 through Resolution R-1311-07. This Amendment addressed re-design required due to the request of the Administrative Office of the Courts (AOC) to incorporate three additional floors to the building design (originally 11 floors) to house the State Attorney, Public Defender and Guardian Ad-Litem.

Amendment No. 2 with HOK was approved by the Board on December 4, 2012 through Resolution R-1012-12. This Amendment replenished the contingency allowance account in the amount of \$742,102 and established a dedicated allowance account in the amount of \$76,590 for use of a specialized roof inspector to oversee the installation of the "green roof" system.

This item, Amendment No. 3 with HOK, seeks to replenish the dedicated contingency allowance account by \$1,000,000. This amount is expected to be sufficient to replenish the costs associated with various changes required to date and allow for possible additional work necessary for the completion of the project. Some of the major changes required to date are as follows:

- Additional services from HOK as a result of three floors being added to the original scope of work in order to house the Public Defender's Office, the State Attorney's Office, and 90 percent of the Guardian Ad-Litem staff. This additional work was approved by the Board of County Commissioners on July 6, 2006.
- Additional services by HOK to produce construction documents and specifications for low voltage systems. These systems, commonly known as Division 17 elements, include but are not limited to, public address systems, data, telephone, building management systems, audio/video, and security. The design of the Division 17 work was not part of HOK's original scope of work.
- Re-platting of project site services.
- Services of a zoning attorney to address a Major Use Special Permit.
- Geotechnical evaluation and report of the foundation.
- Payment of basic A/E services to add revisions for the jury courtrooms.



Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 17, 2013

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

SUBJECT: Agenda Item No. 8(F)(4)

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 Mayor'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
Veto _____
Override _____

Agenda Item No. 8(F)(4)
12-17-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AMENDMENTS TO THE AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND SUFFOLK CONSTRUCTION COMPANY, INC. (CONTRACT NO. W40114C) AND HELLMUTH, OBATA & KASSABAUM, INC. (HOK) (CONTRACT NO. W40114) IN THE AMOUNTS OF \$3,213,817 AND \$1,000,000, RESPECTIVELY, TO PARTIALLY REPLENISH THE CONTINGENCY ALLOWANCES FOR BOTH THE CONSTRUCTION AND DESIGN CONTRACTS FOR THE NEW CHILDREN'S COURTHOUSE PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MODIFY THESE AMENDMENTS AS NEEDED AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the attached Amendments to the construction contract with Suffolk Construction Company, Inc. (Contract No. W40114C), in the amount of \$3,213,817, and, to the design contract with HOK, Inc. (Contract No. W40114), in the amount of \$1,000,000, both for the purposes of replenishing the contingency accounts for each contract; in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute these amendments and to exercise any cancellation and renewal provisions contained therein.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day
of December, 2013. 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.



Hugo Benitez

MIAMI-DADE COUNTY, FLORIDA

INTERNAL SERVICES DEPARTMENT

AMENDMENT TO ORIGINAL CONTRACT



AMENDMENT NO: 3 CONTRACT NO: W40114 C DATE: 8/27/2013
PROJECT TITLE: Construction of the new Miami-Dade County Children's Courthouse
TO CONTRACTOR: Suffolk Construction Company, Inc. 80 SW 8th Street, Suite 2710, Miami, FL 33130

Description of work authorized: Amendment No. 3 provides for a partial replenishment of the original contingency allowance in the amount of \$3,213,817. This amendment will not increase the current budget for the Children's Courthouse project. The total amount of this amendment will be funded from the overall project budget.

Monetary Justification: The amount of \$3,213,817 is required to replenish the contingency account in order to address any unforeseen conditions that may arise through completion of the projects construction and warranty administration period.

Time Justification: No additional time extension is required to complete this project.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$80,495,083
COST OF CHANGES PREVIOUSLY ORDERED-----	\$11,300,000
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS AMENDMENT-----	\$91,795,083
COST OF CHANGES WITH THIS DOCUMENT-----	\$3,213,817
ADJUSTED CONTRACT AMOUNT INCLUDING THIS AMENDMENT-----	\$95,008,900
PERCENT INCREASE WITH THIS AMENDMENT-----	3%
TOTAL PERCENT INCREASE TO DATE-----	14%
TIME: ORIGINAL CONTRACT / PREVIOUS AMENDMENTS / THIS AMENDMENT-----	936 / 0 / 0
CONTINGENCY: ORIGINAL CONTRACT/PREVIOUS AMENDMENTS/THIS AMENDMENT-----	94 / 0 / 0
ADJUSTED DURATION INCLUDING THIS AMENDMENT-----	1,030

CERTIFYING STATEMENT: The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

Accepted By:

Organization

Name

Title

Date

Suffolk Construction
Company, Inc.

Contractor

9/6/13

Surety

Fidelity and Deposit Company
of Maryland / Safeco Insurance
Company of America / Federal
Insurance Company

Debra J. Scarborough, Attorney-in-Fact

Surety

10/2/2013

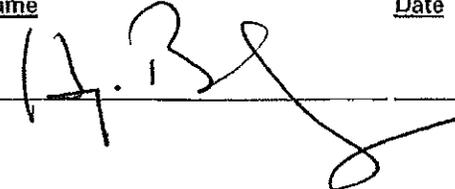
Bond No. 9029398 / 6718868 / 82204766

Title

Name

Date

Approved By: County Attorney
(for legal sufficiency)



Approved By: County Mayor

Attested By: Clerk of the Board

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra J. SCARBOROUGH, Claudia MANDATO, Christy M. MCCART, Mary T. FLANIGAN, Kathleen M. COEN, Kathy L. FAGAN, Nancy A. CLOVER, Laura M. MURREN, Charissa D. LECUYER and Rebecca S. GROSS, all of Kansas City, Missouri, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 1st day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and 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 Article V, Section 8, of the By-Laws of the Companies is still in force.

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 ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 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...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and 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 seals of the said Companies, this ___ day of OCT 02 2013, 20__.



Geoffrey Delisio

Geoffrey Delisio, Vice President

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.

Certificate No. 5683665

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charissa D. Lecuyer; Charles R. Teter, III; Christy M. McCart; Claudia Mandato; David M. Lockton; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Kathleen M. Coen; Kathy L. Fagan; Laura M. Murren; Mark Duggan; Mary T. Flanigan; Nancy A. Glover; Patrick T. Pribyl; Rebecca S. Gross; Ronald J. Lockton

all of the city of Kansas City, state of MO 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, David M. Carey, the undersigned, Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

OCT 02 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



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.

11



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jeffrey C. Carey, Nancy A. Clover, Kathleen M. Coen, Mark Duggan, Kathy L. Fagan, Mary T. Flanigan, Rebecca S. Gross, Charissa D. Lecuyer, David M. Lockton, Ronald J. Lockton, Claudia Mandato, Christy M. McCart, Laura M. Murren, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore and Charles R. Teter III of Kansas City, Missouri-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **8th** day of **August, 2012**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **8th** day of **August, 2012** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and In dependent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **2nd** day of **October, 2013**.



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

MIAMI-DADE COUNTY, FLORIDA

INTERNAL SERVICES

AMENDMENT TO ORIGINAL PROFESSIONAL SERVICE AGREEMENT



AMENDMENT NO: 3 CONTRACT NO: W40114
 PROJECT TITLE: Construction of New Miami-Dade County Children's Courthouse
 TO CONTRACTOR: Hellmuth, Obata & Kassabaum, Inc. 4040 NE 2nd Avenue, Suite 301 Miami, FL 33132

DATE: 8/27/2013

Description of work authorized: This amendment authorizes the replenishment of the Contingency Allowance Account in the amount of \$1,000,000. To date, approximately \$1,580,083 of the contingency amount of \$2,078,580 have been expended or encumbered for various changes that have occurred throughout the design phase of this project.

Monetary Justification: The additional \$1,000,000 requested for replenishment of the contingency will ensure a sufficient contingency level to address any unforeseen conditions that may arise through completion of the project's construction and warranty administration period. The funding for the replenishment of the contingency is already included as part of the overall funding for the Children's Courthouse budget.

Time Justification: No additional time extension is required to complete this project.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$11,233,301.60
COST OF CHANGES PREVIOUSLY ORDERED-----	\$6,335,514.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$17,568,815.60
COST OF CHANGES WITH THIS DOCUMENT-----	\$1,000,000.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$18,568,815.60
PERCENT INCREASE WITH THIS CHANGE-----	5%
TOTAL PERCENT INCREASE TO DATE-----	63%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	1825 / 273 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	183 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	2281

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

		Accepted By:	
Organization	Name	Title	Date
Hellmuth, Obata & Kassabaum, Inc.	<i>Duncan O'Dwyer</i>	Consultant	8/27/2013
Surety	N/A	Surety	N/A

Title	Name	Date
Approved By: <u>County Attorney</u> (for legal sufficiency)	<i>H. B. J.</i>	9/5/13
Approved By: <u>County Mayor</u>	_____	_____
Attested By: <u>Clerk of the Board</u>	_____	_____

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.