Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(1)
06-26-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-770-07

RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECT AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE CLAIMS SETTLEMENT AGREEMENT WITH SAFECO INSURANCE COMPANY OF AMERICA (AS ASSIGNEE OF THE CLAIM RIGHTS OF ANECO ELECTRICAL CONSTRUCTION, INC.), SEABOARD SURETY COMPANY, AND TURNER AUSTIN AIRPORT TEAM IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECTS 741E, D EXTENSION MEP AND REMAINING SHELL, AND 739H AT MIAMI INTERNATIONAL AIRPORT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of and authorizes the Mayor or his designee to execute the Settlement Agreement and Mutual Release between the County and Safeco Insurance Company of America, Inc., Turner Austin Airport Team, and Seaboard Surety Company substantially in the form attached to this resolution.

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

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

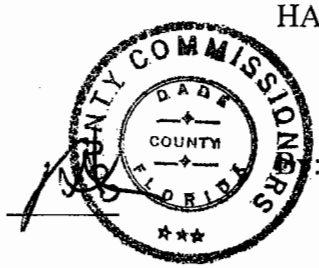
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

5

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of June, 2007. 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: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard C. Seavey

Memorandum

MIAMI-DADE COUNTY

Date: June 26, 2007

Agenda Item No. 12(A)(1)

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

From: George M. Burgess
County Manager

Murray A. Greenberg
County Attorney

Subject: Settlement Agreement with Safeco Insurance Company of America, Inc. as Assignee of the Claim Rights of Aneco Electrical Construction, Inc. and Resolution of Lawsuit; *Aneco Electrical Construction, Inc. v. Turner Austin Airport Team, et al.*, No. 04-21387 (Circuit Court, Miami-Dade County) (the "Lawsuit").

RECOMMENDATION

It is recommended that the Board approve the attached claim settlement agreement among and between Miami-Dade County ("County"), Turner Austin Airport Team ("TAAT"), Safeco Insurance Company of America, Inc. ("Safeco"), as assignee of the claim rights of Aneco Electrical Construction, Inc. ("Aneco"), and Seaboard Insurance Company ("Seaboard") relating to work for North Terminal Development ("NTD") Project Nos. 741E (D Extension MEP and Remaining Shell) and 739H (D Connector Levels 1,2,3 Interior Finish) at Miami International Airport (MIA).

BACKGROUND

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

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

As construction manager for American, TAAT entered into two contracts with Aneco, Contract Agreement No. M1741E-A16-1000-S (the "741E Contract") and Contract Agreement No. M739H-A16-1000-S between TAAT and Aneco (the "739H Contract"). On October 13, 2004, Aneco filed a lawsuit against TAAT, American, and some of TAAT's sureties after disputes arose between Aneco and TAAT regarding payments allegedly owed to Aneco, and regarding work remaining to be completed. In January 2005, while the lawsuit was pending, TAAT terminated the Aneco contracts. Meanwhile, shortly before the termination of the contracts, Aneco filed a bankruptcy petition, which operated to stay the lawsuit while Aneco's bankruptcy petition was adjudicated.

Ultimately, the bankruptcy court liquidated Aneco. In that liquidation, the court, among other things, assigned Safeco, one of Aneco's sureties and primary creditors, all of Aneco's claims against TAAT and American under the 741E Contract and the 739H Contract, including those raised in the lawsuit. Once the stay was lifted, Safeco continued prosecuting the lawsuit on behalf of, and in the right of, Aneco.

Subsequently, Safeco agreed to abate the lawsuit in order to allow the County, through the Aviation Department ("MDAD"), to proceed with a review of the claims pursuant to MDAD's administrative claims resolution process. MDAD directed its claim consultant, Alpha Corporation, to review the merits of the claims and recommend settlement amounts commensurate with the merits to a team of MDAD staff members designated as the Owner's Review Board ("ORB"). Following this review process, the County entered into negotiations with both Safeco and TAAT to resolve the claims in benefit of all parties. As a result of these negotiations, an agreement was reached.

This final settlement agreement being presented for approval by the Board is by and among the County, Safeco (in the right of Aneco), TAAT, and Seaboard, Aneco's surety for the 741E and 739H Contracts. The claims submitted by Safeco originally totaled $2,258,257.00. In this agreement, the County now agrees to pay Safeco $1,300,000 in settlement of Safeco's claims made in the right of Aneco. This settlement amount was approved by the ORB at ORB meeting No. 39, and the figure was calculated based on Alpha's evaluation of compensable claims and recommendation as follows:

- The County pays $0 for Safeco's claim for $692,917.32 for payment for an alleged unpaid contract balance owed to Aneco;
- The County pays $769,200.00 for Safeco's claim for $769,200.00 for delay damages (based on a compensable delay of 641 days at the Contracts' Liquidated Indirect Cost (LIC) rate of $1,200 a day);
- The County pays $485,742.00 for Safeco's claim for $796,140.00 for change order work negotiated with Aneco; and
- The County pays $45,058.00 to reach the amount needed to settle the matter and to avoid the significant cost which would be incurred by the County to continue to litigate the lawsuit.

In addition, the parties agree to release each other (with certain reservation of rights) and their respective sureties from all claims arising out of the Certified Claim, the Work, the 741E and 739H Contracts, the Lawsuit and the Projects referenced above. The reservations of right include:

- claims the County and American may have against TAAT for ultimate responsibility for payment of some or all of the Settlement Payment;
- claims TAAT may have against the County or American for payment of costs TAAT incurred to investigate and defend the lawsuit, but only up to the amount of the Settlement Payment; and
- claims to enforce the Settlement Agreement.

This reservation of rights differs from previous settlements reached using the NTD claims review process in that the County/American and TAAT are not reserving their rights against Aneco or its sureties (1) to require the repair or replacement of defective work under warranty, (2) to require the repair or replacement of latent defects in the work; and (3) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work. The agreement to release rather than reserve these rights factored into the ultimate settlement payment amount, and it was based on the procedural posture of the case, particularly the bankruptcy of Aneco. Further, Aneco's work was performed on a portion of the structure which has been open for beneficial occupancy since 2004, significantly decreasing the likelihood that problems will develop with Aneco's work in the future.

The settlement agreement meets the requirements of Resolution Nos. R-119-06 and R-397-06, which require the payment of any settlement be conditional upon the claimant paying such portion of the pass through claims of CSBE subcontractors at any tier, determined by the County to be due to such CSBE subcontractors. However, Aneco had no CSBE subcontractors.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: June 26, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 12(A)(1)

Please note any items checked.

_____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
✓	**No committee review**

AGREEMENT FOR SETTLEMENT, RELEASE AND WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY, SAFECO INSURANCE COMPANY OF AMERICA, AS ASSIGNEE OF THE CLAIM RIGHTS OF ANECO ELECTRICAL CONSTRUCTION, INC., SEABOARD SURETY COMPANY, AND TURNER CONSTRUCTION CORPORATION AND AUSTIN COMMERCIAL, INC., INDIVIDUALLY AND AS A JOINT VENTURE TRADING AS TURNER AUSTIN AIRPORT TEAM, IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECTS 741E, D EXTENSION MEP AND REMAINING SHELL, AND 739H AT MIAMI INTERNATIONAL AIRPORT

This Agreement (the "Agreement") is made and entered into this ____ day of June, 2007, between Miami-Dade County, a political subdivision of the State of Florida, individually and as assignee of all rights of American Airlines, Inc. under the Construction Management Agreements related to the North Terminal Development Project to which American Airlines, Inc. was a party, (the "County"), Turner Construction Corporation and Austin Commercial, Inc., individually and as a joint venture trading as Turner Austin Airport Team, ("TAAT"), Safeco Insurance Company of America, a Washington corporation, as assignee of the claim rights of Aneco Electrical Construction, Inc., ("Safeco"), and Seaboard Surety Company, a New York corporation, ("Seaboard") (all signatories of this Agreement may be collectively referred to herein as the "Parties").

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

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

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

WHEREAS, American and TAAT previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT contracted with Aneco for work to be performed on Project 741E, D Extension MEP and Remaining Shell, at Miami International Airport (the "741E Project") pursuant to the terms and conditions of the December 21, 2001 Contract Agreement No. M1741E-A16-1000-S between TAAT and Aneco (the "741E Contract"); and

WHEREAS, pursuant to its agreement with American, TAAT contracted with Aneco for work to be performed on Project 739H, D Connector Levels 1,2,3 Interior Finish, at Miami International Airport (the "739H Project") pursuant to the terms and conditions of the February 10, 2003 Contract Agreement No. M739H-A16-1000-S between TAAT and Aneco (the "739H Contract"); and

WHEREAS, the 741E Project and 739H Project are referred to collectively herein as the "Projects"; and

WHEREAS, the 741E Contract and 739H Contract are referred to collectively herein as the "Contracts"; and

WHEREAS, Federal Insurance Company, Fidelity & Deposit Company of Maryland, Travelers Casualty & Surety Company of America, and Zurich American Insurance Company ("TAAT's Sureties") issued performance and payment bonds numbered 8162-05-45, 8188-12-40, 103696405, 103640057 and 08605958 with respect to the 741E Project and issued performance and payment bonds numbered 8162-05-48, 8192-26-32, 103896408, 08682810, 08605961 and 104126214 with respect to the 739H Project with TAAT as principal (collectively the "TAAT Bonds"); and

WHEREAS, Seaboard issued performance and payment bonds numbered 411334 and SW4135 for the Projects with Aneco as principal (collectively, the "Seaboard Bonds"); and

WHEREAS, disputes have arisen between the County, American, TAAT, Safeco, Aneco's subcontractors and suppliers, and Seaboard, including disputes relating to delay impacts, loss of efficiency/productivity, unresolved change orders, contract balances, and retainage, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, Aneco filed an action against, among others, TAAT and American styled *Aneco Electrical Construction, Inc. v. Turner-Austin Airport Team, et al.*, No. 04-12387 CA 23 (11th Judicial Circuit, Miami-Dade County, Florida) (the "Lawsuit"); and

WHEREAS, Safeco has asserted various demands against the County and American for work performed and materials delivered (the "Work"), which are included within a written claim certified under the County's False Claims Ordinance for delay impacts, loss of efficiency/productivity, unresolved change orders, contract balances, and retainage, in the amount of $1,801,257.32, Tracking No. 11029 (the "Certified Claim"); and

WHEREAS, the Parties are desirous of settling Safeco's Certified Claim for $1,300,000.00, and in agreeing to this amount, the Parties acknowledge that they have compromised their respective positions in good faith;

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

1. This Agreement becomes effective and binding on all Parties when the Board of County Commissioners of Miami-Dade County, Florida (the "BCC") approves this Agreement and either (1) the time period for veto by the Mayor of the County expires, or (2) the BCC overrides any such veto by the Mayor of the County. The County agrees that within five (5) business days of this Agreement becoming effective and binding as described above, the County will send written notice that the Agreement is effective and binding on all Parties by overnight delivery with delivery confirmation to Safeco's counsel Morgan Streetman and TAAT's counsel Neal I. Sklar. As used in this Agreement, the term "Effective Date" shall refer to the first business day following the County's sending written notice that the Agreement is effective and binding on all Parties by overnight delivery with delivery confirmation to Safeco's counsel Morgan Streetman and TAAT's counsel Neal I. Sklar.

2. Within fourteen (14) business days from the Effective Date of this Agreement the County shall pay to Safeco the amount of $1,300,000.00 (the "Settlement Payment"). Within ten (10) business days of Safeco receiving the Settlement Payment, Safeco shall serve a Notice of Dismissal with Prejudice of the Lawsuit, each party to bear its own costs and fees. Safeco acknowledges that upon receipt of the Settlement Payment, Safeco shall pay to Seaboard the amount of $182,899.23 within three (3) days (the "Seaboard Payment"). Seaboard acknowledges that Safeco's payment of the Seaboard Payment to Seaboard shall resolve all disputes between Safeco and Seaboard related to the Contracts, Projects, Work, Seaboard Bonds, and/or the Certified Claim.

3. Safeco hereby certifies that no CSBE subcontractors and suppliers performed any portion of the Work included in the Certified Claim.

4. Safeco warrants that it has been assigned all of Aneco's claims, rights, and causes of action that have been asserted or could have been asserted against the County, American, TAAT, and/or TAAT's Sureties under the Contracts, Projects, Work, Lawsuit, and/or the Certified Claim. Safeco agrees to hold harmless, defend, and indemnify the County, American, TAAT, and/or TAAT's Sureties from any claims and causes of action Aneco, or any person purporting to assert the rights of Aneco, asserts against the County, American, TAAT, and/or TAAT's Sureties under the Contracts, Projects, Work, Lawsuit, and/or the Certified Claim.

5. Safeco's receipt of the Settlement Payment shall constitute full accord and satisfaction of any and all claims, brought or asserted by or on behalf of Safeco, Seaboard, Aneco, or any of Aneco's subcontractors or suppliers (of any tier), or which could have been brought or asserted by them, arising out of or relating to the Contracts, Projects, Work, Lawsuit and/or the Certified Claim. Aneco, Safeco and Seaboard specifically waive any claim for or entitlement to any further compensation (other than the Settlement Payment and the Seaboard Payment) for additional work, delay or

otherwise arising out of or relating to the Contracts, Projects, Work, Lawsuit and/or the Certified Claim. In consideration of the County's payment to Safeco of the Settlement Payment and the mutual covenants and obligations in this Agreement, Safeco and Seaboard hereby release the County, American, TAAT, and TAAT's Sureties and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Airport Parties") from and against, and also waive and relinquish any and all rights to, all claims, direct and indirect costs, damages, liability, interest, disputes and causes of action of whatever nature or kind Safeco and/or Seaboard has, have, or may have, whether known or unknown, against the Released Airport Parties arising out of or relating to the Contracts, Projects, Work, Lawsuit and/or the Certified Claim, except to enforce any and all provisions of this Agreement.

6. The County, American, and TAAT acknowledge that the execution of this Agreement shall constitute full accord and satisfaction of any and all claims, brought or asserted by the County, American, and/or TAAT against Safeco, Aneco, and/or Seaboard or which could have been brought or asserted by the County, American, and/or TAAT against Safeco, Aneco, and/or Seaboard, arising out of or relating to the Contracts, Projects, Work, and/or the Certified Claim. The County, American, and TAAT specifically waive any claim for or entitlement to liquidated damages arising out of or relating to the Contracts, Projects, Work, and/or the Certified Claim. In consideration of Safeco's acceptance of the Settlement Payment and the mutual covenants and obligations in this Agreement, the County, American, and TAAT hereby release Safeco and Seaboard, and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Aneco Parties") from and against, and also waive and relinquish any and all rights to, all claims, direct and indirect costs, damages, liability, interest, disputes, and causes of action of whatever nature or kind the County, American, and/or TAAT has, have, or may have, whether known or unknown, against the Released Aneco Parties arising out of or relating to the Contracts, Projects, Work, Lawsuit, Seaboard Bonds, and/or the Certified Claim, except to enforce any and all provisions of this Agreement.

7. In consideration of the mutual covenants and obligations in this Agreement, the County/American, on the one hand, and TAAT, on the other hand, hereby specifically release each other, and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns from and against, and also waive and relinquish any and all rights to, all claims, direct and indirect costs, damages, liability, interest, disputes, and causes of action of whatever nature or kind each has, have, or may have, whether known or unknown, against each other specifically arising out of or relating to the Contracts, Projects, Work, Lawsuit, and/or the Certified Claim, including claims for latent defects, but only as they relate to Aneco's work as set forth in the 741E Contract and the 739H Contract.

8. The Parties acknowledge that this Agreement includes a global release except to enforce any and all provisions of this Agreement, and except as to the claims

preserved in this paragraph. The County, American, and TAAT acknowledge that while this Agreement resolves the claims and issues related to the Contracts, Work, Lawsuit, and/or the Certified Claim, there remain potential issues and claims that have and may arise in the future between the County/American on the one hand and TAAT on the other hand related to the responsibility for the Settlement Payment made by the County pursuant to this Agreement. In this regard, the County/American on the one hand and TAAT on the other hand enter and execute this Agreement with a full reservation of rights against each other. This reservation of rights is effective to preserve (a) the County/American's rights, if any, to obtain payment from TAAT for the Settlement Payment herein, and (b) TAAT's rights, if any, to obtain payment from the County/American for attorneys and consultants fees and costs for defending against the Certified Claim and the Lawsuit settled herein to the extent of the amount of the Settlement Payment. It is agreed and understood by the County/American on the one hand and TAAT on the other hand that this Agreement is not intended to and will not adversely affect any other separate and distinct claims asserted either (i) by the County/American against TAAT in other litigation already pending or hereinafter filed, or (ii) by TAAT against the County/American in other litigation already pending or hereinafter filed. The County/American and TAAT acknowledge and agree that Safeco is not responsible to hold harmless the County, American, TAAT, or TAAT's Sureties from the claims preserved by this paragraph.

9. The Parties acknowledge that they have each read this Agreement, understand it, and have had the opportunity to consult with legal counsel before executing this Agreement.

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

11. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. The Parties agree that this Agreement shall be governed by Florida law.

13. There are no oral or written agreements or representations between the Parties affecting this Agreement not contained herein. This Agreement supersedes and cancels any and all previous oral negotiations, arrangements, representations, agreements, and understandings, if any, made by, to, or between Parties, and their respective agents and employees, with respect to the subject matter of this Agreement.

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

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

DATE OF EXECUTION: _____

ATTEST:

_____
Deputy Clerk
SAFECO INSURANCE COMPANY OF AMERICA

BY: _____
President

Attest: _____
Secretary

SEAL
TURNER CONSTRUCTION CORPORATION

BY: _____
Title: Vice President, Operations

Attest: _____
Secretary

SEAL

AUSTIN COMMERCIAL, ~~INC.~~ L.P.

BY: _____
Title: Authorized Representative for Austin Commercial, L.P.
Fernando Uriarte
Project Director
Turner-Austin Airport Team

Attest: _____
Secretary

SEAL

TURNER-AUSTIN AIRPORT TEAM, A JOINT VENTURE OF TURNER CONSTRUCTION COMPANY, INC. AND AUSTIN COMMERCIAL, INC.

BY: _____
Title: Fernando Urlosta
Project Director
Turner-Austin Airport Team

Attest: _____
Secretary

SEAL

SEABOARD SURETY COMPANY

BY: _____
Title: _____

Attest: _____
Secretary

SEAL

APPROVED AS TO FORM & LEGAL SUFFICIENCY:
MIAMI-DADE COUNTY ATTORNEY
By: _____
Title: Assistant County Attorney, Richard C. Sequey

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
County Manager

DATE OF EXECUTION: _____

ATTEST:

_____
Deputy Clerk

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:
MIAMI-DADE COUNTY ATTORNEY

BY: _____
Title: Assistant County Attorney Richard C Searey

SAFECO INSURANCE COMPANY OF AMERICA

BY: Nicholas Hyslop
Title: Assistant Vice President

Attest: _____
~~Secretary~~
Notary
SEAL

NOTARY PUBLIC
COMMISSION EXPIRES
AUG 10, 2008
STATE OF WASHINGTON

TURNER CONSTRUCTION CORPORATION

BY: _____
Title: _____

Attest: _____
Secretary

SEAL

AUSTIN COMMERCIAL, INC.

BY: _____
Title: _____

Attest: _____
Secretary

SEAL

TURNER-AUSTIN AIRPORT TEAM, A JOINT VENTURE OF TURNER CONSTRUCTION COMPANY, INC. AND AUSTIN COMMERCIAL, INC.

BY: _____
Title: _____

Attest: _____
Secretary

SEAL

SEABOARD SURETY COMPANY

BY: _____
Title: DIANE S. SCHUMAKER
SENIOR CLAIM COUNSEL and
AUTHORIZED REPRESENTATIVE
5/25/04

Attest: _____
Secretary

SEAL

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*
D Extension MEP & Remaining Shell
North Terminal Program
Miami International Airport
Miami, FL 33299

ARCHITECT'S PROJECT NUMBER: 741E

CONTRACT FOR: D Extension MEP and remaining shell – Electrical work, Divisions 1 and 16

CONTRACT DATED: December 21, 2001

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
Miami-Dade County / American Airlines, Inc.
Miami Int'l Airport / Corporate Real Estate
4200 NW 36 Street / P.O. Box 997990
Miami, FL 33122 / Miami, FL 33299

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Seaboard Surety Company
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)
Aneco Electrical Construction, Inc.
c/o Safeco Insurance Company of America
P.O. Box 34670
Seattle, WA 98124-1670

, CONTRACTOR,

hereby approves of the final payment to the Contractor, ~~and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations~~ in the amount of $1,300,000.00 by Miami-Dade County, Miami Aviation Department, 4200 NW 36 Street, Miami, Florida, and Turner-Austin Airport Team, 2500 SW 3rd Avenue, Miami, Florida, under the terms of the Settlement Agreement and global release entered into by Miami-Dade County, Safeco Insurance Company of America (as assignee of Aneco Electrical Construction, Inc), Turner-Austin Airport Team, and Seaboard Surety Company following ~~XXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX~~ the Miami-Dade County North Terminal Development Program Claims Resolution Process.

(Insert name and address of Owner)

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

SEABOARD SURETY COMPANY
(Surety)

(Signature of authorized representative)

Attest:
(Seal):

DIANE J. SCHUMAKER
(Printed name and title) SENIOR CLAIM COUNSEL

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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