Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)
5-22-07

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

RESOLUTION NO. R- 624-07

RESOLUTION RELATING TO THE NORTH TERMINAL DEVELOPMENT CONSOLIDATION PROGRAM AT MIAMI INTERNATIONAL AIRPORT; APPROVING CHANGE ORDER NO. 2 WITH PARSONS/ODEBRECHT JOINT VENTURE (POJV); APPROVING THE FIRST AMENDED AND RESTATED CONTRACT BETWEEN POJV AND MIAMI-DADE COUNTY; INCREASING THE CONTRACT AMOUNT BY $503,459,716; EXTENDING THE CONTRACT TIME BY 393 CALENDAR DAYS; SETTLING A STAFFING RELATED DELAY CLAIM FOR $8,800,000; AND APPROVING PAYMENT AND PERFORMANCE BONDS IN AN AMOUNT LESS THAN THE FULL CONTRACT PRICE

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:

Section 1. This Board hereby approves Change Order No. 2 in substantially the form attached hereto and made a part hereof; approves the First Amended and Restated Contract between Parsons/Odebrecht Joint Venture (POJV) and Miami-Dade County in substantially the form attached hereto, which among other things changes the terms and conditions of the Original Contract between POJV and Miami-Dade County; increases the contract amount by $503,459,716 to a maximum contract amount of $1,045,501,216; extends the contract time by 393 calendar days to 6/28/11; and settles with POJV a staffing related delay claim for $8,800,000.

MEMORANDUM

(Revised)

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

DATE: May 22, 2007

FROM: Murray A. Greenberg County Attorney

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

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

Section 2. This Board hereby approves the $550,000,000 payment and performance bonds to secure the Contractor's payment and performance obligations under the First Amended and Restated Contract and the Original Contract pursuant to Section 255.05 of the Florida Statutes with a maximum sum less than the full amount of the contract price. The Board finds that the amounts of the performance bond ($550,000,000) and the payment bond ($550,000,000) will be sufficient at all times to secure the total outstanding performance and payment obligations of the managing general contractor in conformity with Section 255.05 of the Florida Statutes. The Board further finds that the payment and performance bond issued to secure the work are the maximum penal amount reasonably available.

Section 3. The Board hereby authorizes the Mayor or his designee to execute Change Order No. 2, the First Amended and Restated Contract, and any and all other documents necessary to give effect to this resolution, and to exercise the cancellation, renewal and termination provisions set forth therein.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Sally A. Heyman 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	absent
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrin D. Rolle	nay	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of May, 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. D.F.

Daniel Frastai

RESOLUTION R-624-07

Memorandum

MIAMI-DADE COUNTY

Date: May 22, 2007

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

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

From: George M. Burgess
County Manager

Subject: Change Order No. 2 for the North Terminal Development Consolidation Program – Project B780B; Contract No. B780B, that increases the Contract Amount by $503,459,716

Recommendation

The attached Change Order No. 2 between Parsons/Odebrecht Joint Venture (POJV) and Miami-Dade County is recommended for approval. This change order increases the contract by $503,459,716 for an adjusted contract amount of $1,045,501,216 and these funds are part of the budget adjustment approved by the BCC on March 22, 2007. It also implements the First Amended and Restated Contract for all remaining work in the North Terminal Development Consolidation Program (NTDCP).

CHANGE ORDER NO.: 2

Scope

PROJECT: North Terminal Development Consolidation Program (NTDCP)

PROJECT NO.: B780B

CONTRACT NO.: B780B

PROJECT DESCRIPTION: Construction of the new North Terminal and comprised of project design packages 737E, 737F, 737G, 739A, 739C, 739H, 739I, 740A, 745A/B, 746A, 747B, 747G, 756E, 775C, 776O, 776P and 779A

PROJECT LOCATION: Miami International Airport

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

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT:	Aviation Department
MANAGING DEPARTMENT:	Aviation Department

Fiscal Impact/Funding Source

CHANGE ORDER FUNDING SOURCE:	Capital Improvement Program Airport Revenue Bonds
PTP FUNDING:	No
GOB FUNDING:	No
CHANGE ORDER DESCRIPTION:	Increase the contract amount by $503,459,716 and implements the First Amended and Restated Contract for all remaining work in the (NTDCP).

Monetary Justification:

The Aviation Department recommends the following changes:

1. Implement the First Amended and Restated Contract for all remaining work in the NTDCP for the amount of $856,825,445.

   The First Amended and Restated Contract is being implemented on NTDCP for several reasons.

   A. At the time the POJV contract was negotiated, much of the design for the work in the contract was incomplete and there were many unknowns. The typical general contractor relationship could not be entered into without POJV having funds built into the price to protect themselves from the risks associated with those unknowns. In order to stay within the original program budget, much of the risk that POJV would have had as a contractor was assumed by MDAD.

   POJV also had limited risk for schedule and for several subcontractors that were deemed essential by MDAD to perform the completion work described above. MDAD considered these subcontractors essential for two primary reasons:

   - either the subcontractor's products had obtained Building Department product approval and MDAD did not want to incur delays in getting product approval for another company's product or

   - the building infrastructure was designed and built around the particular subcontractor's products and using another company's product would require redesign and/or reconstruction of facilities to accommodate the new product, which would also delay the program.

   Now that the designs are complete and POJV has received bids, the risk for unknowns has significantly diminished. First Amended and Restated Contract recognizes this concept. POJV

will now act more like a general contractor with full responsibility for construction schedules and all its subcontractors (with the exception of one – the elevator/escalator/moving walkway subcontractor).

B. When the design packages were completed, POJV competitively bid them. Most of the larger design packages received only one bid, all of which were significantly higher than the estimated costs of the projects. MDAD performed a validation analysis to determine why the bids came in high. Besides the fact that there was only one bidder on many of the design packages, it was determined that the original estimates were low. This was due to a combination of (1) the original estimates, which were developed when American Airlines managed the NTD program, were based on 35% complete construction documents, and (2) the rapid universal rise in construction costs was so recent a phenomenon that the estimates had not been updated to reflect it. Having performed the validation analysis, the revised costs are incorporated into the First Amended and Restated Contract.

C. When the original contract was negotiated, it was expected that certain work would be done by other contractors with whom American had price agreements. When the County assumed the management of the NTD program from American, it was determined that the agreements were not valid contracts that the County could be assigned and use. In addition, products that had been delivered were not properly stored and had deteriorated to the point that they were no longer usable. Scope has been added with the First Amended and Restated Contract to rectify these issues. This added scope includes:

- Curtainwall at Project 747B (except at the APM Stations)
- Exterior Precast Cladding at Project 747B
- Elevators, Escalators and Moving Walks at Project 747B
- Security System Card Readers' Device
- Microphones and amplifiers for the Paging System for all projects
- Building Management System/Temperature Controls/Smoke Control System
- Premise Distribution System
- PCA/400HZ
- Air Handlers

D. Three projects have been de-scoped from the NTDCP: 746I B-C 3rd Floor AA Area Interior Finishes and 756A and 756D for Terminal Wide Improvements. These projects will be separately bid.

The total cost of construction that is included in the First Amended and Restated Contract for all of these changes is $617,128,645.

The First Amended and Restated Contract also includes revised fees for POJV as well as a revised Owner's Allowance Account. POJV's new fee structure is:

• General Conditions (The cost of POJV's personnel to manage the work)	$47,761,108
• General, Administrative & Profit	$52,150,370
• General Work Conditions (The materials, equipment, supplies, and support	$11,608,902

services that are required to support the performance of the work)

The Owner's Allowance Account is $125,562,667. Of this amount, $53,900,000 is set for known potential issues for which costs can be determined only after construction has started. These issues include commissioning, repairs of deficient work of previous contractors under TAAT, and soil and water treatment.

Another $22,500,000 is set to pay for the construction costs associated with implementing phasing plans. When the primary scope was bid by POJV, the phasing plans that would generally indicate the overall sequence of the contracted work and construction or reconfiguration of facilities to ensure continuous terminal building and concourse operations were being revised as a result of the new plan to close Concourse A and were not complete in time for the bidding. POJV alerted the bidders to that effect, and the cost of phasing was not included in the bids. Funds have been included in the Owner's Allowance Account to pay for the necessary construction or reconfiguration of facilities related to phasing.

Only $49,162,667 of the allowance account has been set aside to deal with unforeseen conditions in the field. While the total allowance account is 14.7% of the construction cost and fees, the true contingency potion of the allowance account is only 5.7% of construction cost and fees.

Finally, from the original contract, the amount of $2,613,753 for the Inspector General account has been carried over to the First Amended and Restated Contract.

2. Continue and complete the work in Annexes 3, 4, 5, and 6A for $116,009,216.

   When the original contract with POJV was developed, it was recognized that there were certain incomplete construction elements left over from when the Turner-Austin Airport Team (TAAT) was the construction manager on NTD. After award of the contract, MDAD finalized the scope of the completion work and authorized POJV to proceed with it. In addition, MDAD authorized construction of the foundations and other underground work for the primary scope of work in order to keep construction moving while this change order was being negotiated. The completion work and the initial work on the primary scope were authorized by Annexes. The $116,009,216 not only includes construction costs, but POJV's General Conditions and General and Administrative and Profit fees as well.

3. Continue and complete the work in work orders written under Allowance Accounts 2, 3 and 4 for $48,986,935.

   All Work Orders previously authorized by the County under the terms of the original contract shall continue to be in effect until their scopes of work are completed.

4. Settle with Managing General Contractor (MGC) its costs for project staffing resulting from extended procurement of the scope of work contained in the First Amended and Restated Contract through March 19, 2007 in the amount of $8,800,000.

This amount settles all claims and pays POJV for its costs for staff resulting from delays in procuring the work contained in the First Amended and Restated Contract through March 19, 2007. With the bids coming in significantly higher than the estimates, MDAD could not authorize POJV to proceed with the work until the bids could be validated. Once validated, there were insufficient funds in the contract to proceed with the full scope of work. MDAD needed to have the Board approve a revised Capital Improvements Program budget before it could authorize the work at the higher bid amounts. Anticipating a Notice to Proceed (NTP) for all the work in accordance with the terms of the original contract, POJV had set up its staff to begin the work in 2006. However, it was not until March 20, 2007 that MDAD was able to give NTP on any part of the original scope of work. The $8,800,000 represents POJV's staff costs less amounts paid for the staff that is overseeing the completion work in Annexes 3, 4, 5, and 6A.

5. Pay for Core General Conditions, General Work Conditions, and General, Administration and Profit authorized under the terms of the Original Contract through May 31, 2007, in the amount of $14,879,620.

   Under the Original Contract, the County pays MGC monthly installments for part of the General Conditions and for General, Administrative and Profit. The County also pays actual costs for General Work Conditions as they are incurred. In order to fix the amounts that the County will pay for these items going forward in the First Amended and Restated Contract, MDAD and POJV agreed to specified total amounts to be paid for these items from NTP of the original contract (January 16, 2006) through May 31, 2007. The agreed upon amounts are:

Core General Conditions	$7,038,892
General, Administrative and Profit	$4,349,630
General Work Conditions	$3,491,098

6. Credit the value of the original contract in the amount of $542,041,500.

   The items previously discussed represent the complete business deal agreed to by MDAD and POJV and total to $1,045,501,216. The change order represents a bridge between the original contract and the First Amended and Restated Contract. To reconcile the accounting in the change order, the value of the original contract must be credited to balance the change order. This credit results in a net increase to the contract value of $503,459,716.

TIME JUSTIFICATION:

The Aviation Department recommends the following time adjustments and justifications:

The Department recommends a contract time extension of 393 days. This is a result of the extended procurement for the base work as well as the extended time required to perform the base work.

	Original Contract Values	Previous Adjustments to Values	This Change Order Values	Current Totals	Total Paid	Balance After Change Order
BASE:	$433,300,000	$0.00	$435,037,861	$868,337,861	$50,057,974	$818,279,887
CONTINGENCY:	$38,900,000	$0.00	$85,729,855	$125,562,667	$764,112	$124,798,555
DEDICATED:	$69,841,500	$0.00	($17,308,000)	$51,600,688	$12,782,657	$38,818,031
TOTALS	$542,041,500	$0.00	$503,459,716	$1,045,501,216	$63,604,743	$981,896,473

	Original Contract Duration	Previous Adjustments to Duration	This Change Order Duration	Current Totals
BASE DURATION:	1596	0	393	1989
CONTINGENCY:	0	0	0	0
TOTAL DURATION:	1596	0	393	1989

INITIATING FACTOR(S) FOR CHANGE ORDER

Reason	Cost	Duration
Regulatory Change	$0.00	0
Other Agency Requested Change	$0.00	0
Design Errors Change	$0.00	0
Design Omissions Change	$0.00	0
County Requested Change	$479,780,096.00	0
Unforeseen/Unforeseeable Change	$23,679,620.00	393
Other	$0.00	0
Total	$503,459,716.00	393

Track Record/Monitor

PRIME CONTRACTOR: Parsons/Odebrecht Joint Venture

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

COMPANY QUALIFIER(S): James E Storey Jr. (State General Contractor License CGC 1504869)

COMPANY EMAIL ADDRESS: dave.brown@pojv-ntd.com

COMPANY STREET ADDRESS: NW 22nd Street and Perimeter Road, Bldg 3025

COMPANY CITY-STATE-ZIP: Miami, Florida 33159
Mail to: PO Box 99-7030
Miami, Florida 33299

YEARS IN BUSINESS:	6
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	1
SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE)	Chaves and Associates Dynalectric Company BMA Construction, Inc. Weathertrol Maintenance Corp. Commercial Interiors Contractors Corp. GT Construction Group, Inc. DC Electric, Inc. Architectural Design Consortium Baker Concrete Construction Kone, Inc. Masonry Arts Thornton Construction Company Crompton Construction Company Merkury Development Structural Group, Inc. John J. Kirlin, Inc. Honeywell International, Inc. Lotspeich Company, Inc. Decktight Roofing Services, Inc. Magnum Construction Management Interlink Engineering Services Allied Contractors, Inc.
CONTRACT MANAGER NAME/PHONE/EMAIL:	Juan Carlos Arteaga 305-869-5694 jcarteaga@miami-airport.com
PROJECT MANAGER NAME/PHONE/EMAIL:	Juan Carlos Arteaga 305-869-5694 jcarteaga@miami-airport.com
BACKGROUND:	Due to the unforeseen increase in the cost of the program as exhibited by the bids received, there were insufficient funds to authorize the full scope of work in this program. The contract amount needs to be increased by $503,459,716 and the contract time extended 393 calendar days.

Three of the projects in the original scope of work are being deleted from the contract. They are:

- 746I B-C 3rd Floor AA Area Interior Finishes
- 756A Terminal Wide Improvements
- 756D, also a Terminal Wide Improvements project.

These projects will be separately bid by MDAD.

The Florida House of Representatives and Senate recently passed HB 1489 which is pending the Governor's signature. HB 1489 states that "The amount of the bond shall equal the contract price, except that for a contract in excess of $250 million, if the state, county, municipality, political subdivision, or other public entity finds that a bond in the amount of the contract price is not reasonably available, the public owner shall set the amount of the bond at the largest amount reasonably available, but not less than $250 million." Consistent with HB 1489, attached is a letter from the sureties advising the Department that a bond in the amount of the contract price is not reasonably available.

A Gantt chart schedule, in a format similar to the attached, will be maintained by the NTD staff and will be updated on a weekly basis for the duration of this work. The Department will also maintain and update a copy of this schedule on a Website that will allow access to the data by Elected Officials, County Management Staff and Departmental Staff.

The Exhibits to the contract are quite lengthy and are on file with the Clerk of the Board rather than being attached to the legislative item.

DBD REVIEW:

The DBE contract measures for this contract is 17.3%. To date POJV has achieved 4%.

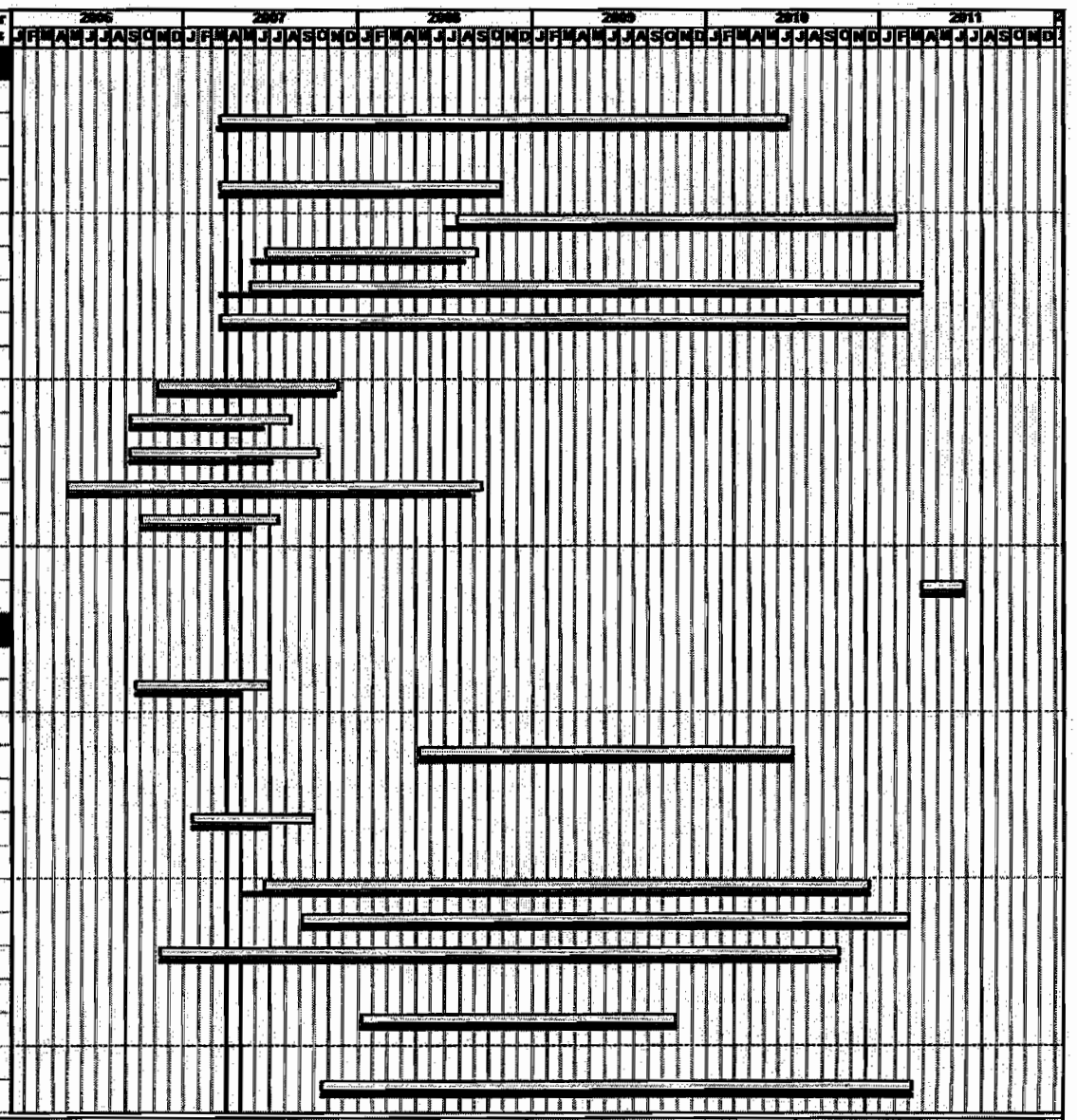
The Department of Business Development reviewed the subject Change Order and has no issues with this request.

Assistant County Manager

for

Date

MIA - NTP PROJECTS	NTP	FINAL COMPL.	Weeks	Fin Var Weeks
POJV CONSTRUCTION PROJECTS				
A-B INFILL PROJECTS	20-Mar-07 A	21-Jun-10		
747B AB Infill Shell and Interior Finish-out	20-Mar-07 A	21-Jun-10	170	0
B-D INFILL PROJECTS	20-Mar-07 A	28-Mar-11		
739A CD Infill Interiors	20-Mar-07 A	28-Oct-08	84	0
739C D Remodel (*From Start of Mobilization)	28-Jul-08	03-Feb-11	131	0
739I D Remodel Ramp Level (*From Start of Construction)	22-Jun-07	08-Sep-08	64	-4
740A C Federal Inspection Station	21-May-07	28-Mar-11	201	0
746A BC Infill Interiors (Operational)	20-Mar-07 A	28-Feb-11	208	0
B-D COMPLETION PROJECTS	01-May-06 A	16-Sep-08		
737F CD Gate Control Tower	07-Nov-06 A	19-Nov-07	54	-1
737E/G CD Infill Completion	11-Sep-06 A	13-Aug-07	48	-8
739H D Connector Completion	11-Sep-06 A	10-Oct-07	56	-14
745A/B BC Infill Completion (*From Start of Construction)	01-May-06 A	16-Sep-08	124	-4
769A APM Maintence & Storage Facility	05-Oct-06 A	17-Jul-07	41	-8
PROGRAM CLOSE-OUT	29-Mar-11	24-Jun-11		
Program Close-Out	29-Mar-11	24-Jun-11	13	0
OTHER MAJOR CONSTRUCTION PROJECTS				
A-B INFILL PROJECTS	22-Sep-06 A	26-Jun-07		
747D A-B Pre-Demolition (*From Start of B Throat Utility Relocations)	22-Sep-06 A	26-Jun-07	40	-9
B-D INFILL PROJECTS	08-May-08	01-Jul-10		
746I BC Infill 3rd Level Remodel	08-May-08	01-Jul-10	112	0
C-D INFILL PROJECTS	18-Jun-07 A	26-Sep-07		
739G C-D Infill Ramp Interior Finish (*From Fire System Approval)	18-Jun-07 A	26-Sep-07	36	-14
APRON, EQUIPMENT & AIRPORT SYSTEMS	13-Nov-06 A	28-Feb-11		
702A Automated People Mover (*From 1st Turnover)	19-Jun-07	08-Dec-10	181	0
703A BHS Installation (*From 1st Turnover)	05-Sep-07	28-Feb-11	182	0
732 All Remaining Apron Projects (*From Tug Drive Relocation)	13-Nov-06 A	05-Oct-10	203	0
REGIONAL COMMUTER FACILITY	09-Jan-08	27-Oct-09		
761A Regional Commuter Facility	09-Jan-08	27-Oct-09	94	0
TERMINAL WIDE IMPROVEMENTS	16-Oct-07	07-Mar-11		
755A Terminal Wide Improvements	16-Oct-07	07-Mar-11	177	0



MIA

Run Date: 04-May-07

Data Date: 01-Apr-07

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703N

NORTH TERMINAL DEVELOPMENT PROGRAM

OPS SUMMARY SCHEDULE AS OF MARCH 31, 2007

Current Schedule

Project Baseline

DRAFT

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MIA - MTP PROJECTS	MTP	FINAL COMPL.	Weeks	Fin Var Weeks	Comments
POJV CONSTRUCTION PROJECTS	01-May-05 A	24-Jun-11			
A-B INFILL PROJECTS	20-Mar-07 A	21-Jun-10			
747B AB Infill Shell and Interior Finish-out	20-Mar-07 A	21-Jun-10	170	0	
B-D INFILL PROJECTS	20-Mar-07 A	29-Mar-11			
739A CD Infill Interiors	20-Mar-07 A	28-Oct-08	84	0	
739C D Remodel (*From Start of Mobilization)	28-Jul-08	03-Feb-11	131	0	
739I D Remodel Ramp Level (*From Start of Construction)	22-Jun-07	08-Sep-08	64	-4	Start of construction impacted due to turnover from C-D Infill Ramp Level Completion Project. (See 739G Project below)
740A C Federal Inspection Station	21-May-07	28-Mar-11	201	0	
746A BC Infill Interiors (Operational)	20-Mar-07 A	28-Feb-11	206	0	
B-D COMPLETION PROJECTS	01-May-05 A	16-Sep-08			
737F CD Gate Control Tower	07-Nov-06 A	19-Nov-07	54	-1	Mitigation measures under review.
737E/G CD Infill Completion	11-Sep-06 A	13-Aug-07	48	-8	Former Turner-Austin Contract. Project consists of Punchlist and un-completed Work. Initial contemplated scope of work inadequate.
739H D Connector Completion	11-Sep-06 A	10-Oct-07	56	-14	Former Turner-Austin Contract. Project consists of Punchlist and un-completed Work. Initial contemplated scope of work inadequate.
745A/B BC Infill Completion (*From Start of Construction)	01-May-06 A	16-Sep-08	124	-4	Added C-D Bypass Corridor to Annex #3. Critical scope was originally included in future construction project. Mitigation measures under review.
763A AFM Maintenance & Storage Facility	05-Oct-06 A	17-Jul-07	41	-8	Former Turner-Austin Contract. Project consists of Punchlist and un-completed Work. Initial contemplated scope of work inadequate.
PROGRAM CLOSE-OUT	29-Mar-11	24-Jun-11			
Program Close-Out	29-Mar-11	24-Jun-11	13	0	
OTHER MAJOR CONSTRUCTION PROJECTS	22-Sep-06 A	07-Mar-11			
A-B INFILL PROJECTS	22-Sep-06 A	26-Jun-07			
747D A-B Pre-Demolition (*From Start of B Throat Utility Relocations)	22-Sep-06 A	26-Jun-07	40	-9	Unforeseen MEP Relocations Impacted the completion of the B-Throat Demolition.
B-D INFILL PROJECTS	08-May-08	01-Jul-10			
746I BC Infill 3rd Level Remodel	08-May-08	01-Jul-10	112	0	
C-D INFILL PROJECTS	18-Jun-07 A	26-Sep-07			
739G C-D Infill Ramp Interior Finish (*From Fire System Approval)	18-Jun-07 A	26-Sep-07	36	-14	Impacts incurred due to protracted TCO approval and contracting issues related to original (AA) contract. Mitigation measures under review.
APRON, EQUIPMENT & AIRPORT SYSTEMS	13-Nov-06 A	28-Feb-11			
702A Automated People Mover (*From 1st Turnover)	19-Jun-07	08-Dec-10	181	0	
703A BHS Installation (*From 1st Turnover)	06-Sep-07	28-Feb-11	182	0	
732 All Remaining Apron Projects (*From Tug Drive Relocation)	13-Nov-06 A	05-Oct-10	203	0	
REGIONAL COMMUTER FACILITY	09-Jan-08	27-Oct-09			
761A Regional Commuter Facility	09-Jan-08	27-Oct-09	94	0	
TERMINAL WIDE IMPROVEMENTS	16-Oct-07	07-Mar-11			
755A Terminal Wide Improvements	16-Oct-07	07-Mar-11	177	0	

MIA

Run Date: 04-May-07

Data Date: 01-Apr-07

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703M NORTH TERMINAL DEVELOPMENT PROGRAM

2007 OPS SUMMARY SCHEDULE AS OF MARCH 31, 2007

Review Comments

DRAFT

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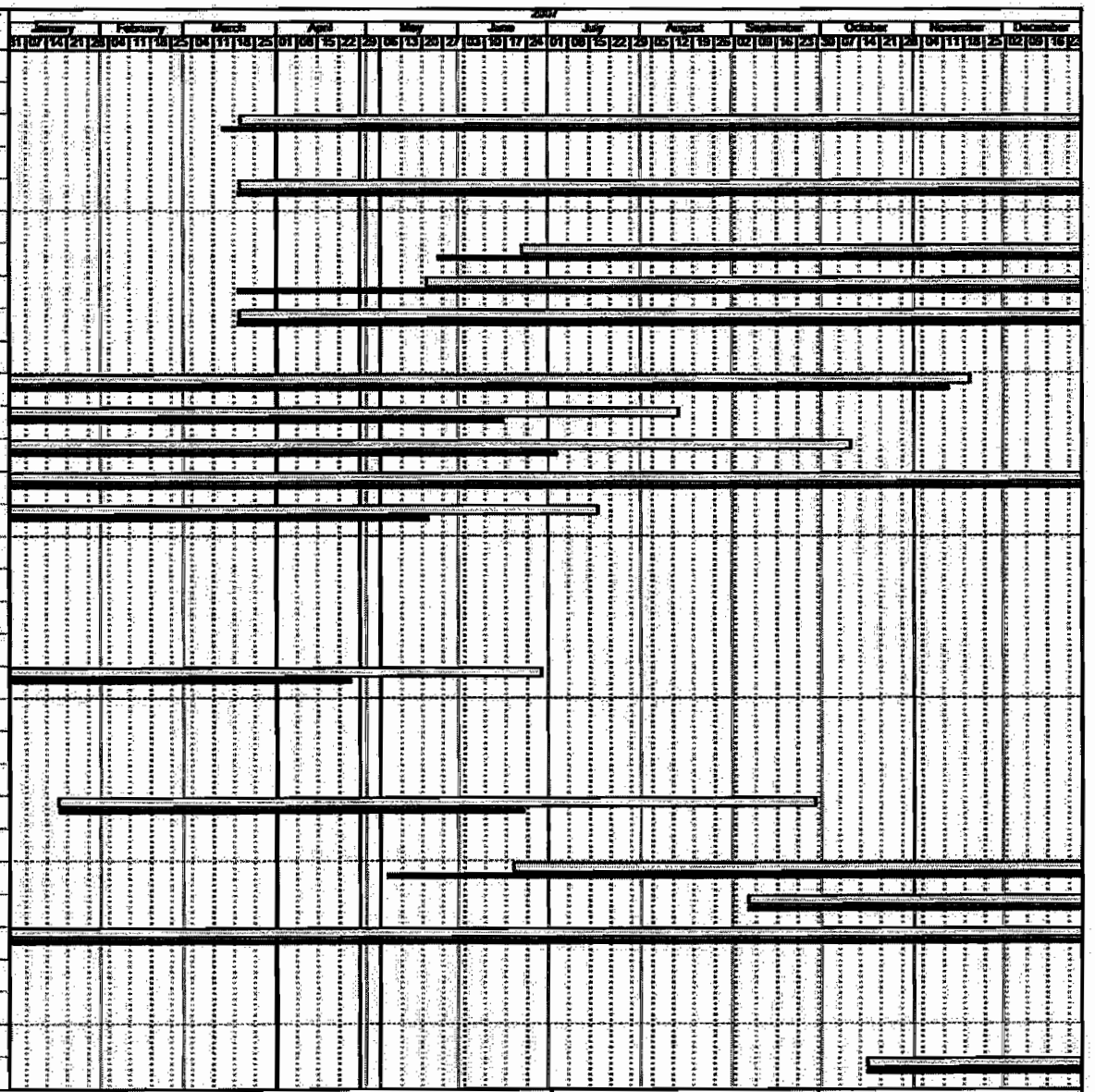
MIA - MTP PROJECTS	MTP	FINAL COMPL.	Weeks	Fin Var Weeks
POJV CONSTRUCTION PROJECTS	01-May-06 A	24-Jun-11		
A-B INFILL PROJECTS	20-Mar-07 A	21-Jun-10		
747B AB Infill Shell and Interior Finish-out	20-Mar-07 A	21-Jun-10	170	0
B-D INFILL PROJECTS	20-Mar-07 A	28-Mar-11		
739A CD Infill Interiors	20-Mar-07 A	28-Oct-08	84	0
739C D Remodel (*From Start of Mobilization)	28-Jul-08	03-Feb-11	131	0
739I D Remodel Ramp Level (*From Start of Construction)	22-Jun-07	08-Sep-08	64	-4
740A C Federal Inspection Station	21-May-07	28-Mar-11	201	0
746A BC Infill Interiors (Operational)	20-Mar-07 A	28-Feb-11	206	0
B-D COMPLETION PROJECTS	01-May-06 A	16-Sep-08		
737F CD Gate Control Tower	07-Nov-06 A	19-Nov-07	54	-1
737E/G CD Infill Completion	11-Sep-06 A	13-Aug-07	48	-8
739H D Connector Completion	11-Sep-06 A	10-Oct-07	55	-14
745A/B BC Infill Completion (*From Start of Construction)	01-May-06 A	16-Sep-08	124	-4
768A APM Maintenance & Storage Facility	05-Oct-06 A	17-Jul-07	41	-8
PROGRAM CLOSE-OUT	29-Mar-11	24-Jun-11		
Program Close-Out	29-Mar-11	24-Jun-11	13	0
OTHER MAJOR CONSTRUCTION PROJECTS	22-Sep-06 A	07-Mar-11		
A-B INFILL PROJECTS	22-Sep-06 A	28-Jun-07		
747D A-B Pre-Demolition (*From Start of B Thrust Utility Relocations)	22-Sep-06 A	28-Jun-07	40	-9
B-D INFILL PROJECTS	08-May-08	01-Jul-10		
746I BC Infill 3rd Level Remodel	08-May-08	01-Jul-10	112	0
C-D INFILL PROJECTS	18-Jun-07 A	28-Sep-07		
739G C-D Infill Ramp Interior Finish (*From Fire System Approval)	18-Jun-07 A	28-Sep-07	38	-14
APRON, EQUIPMENT & AIRPORT SYSTEMS	13-Nov-06 A	28-Feb-11		
702A Automated People Mover (*From 1st Turnover)	19-Jun-07	08-Dec-10	181	0
703A BHS Installation (*From 1st Turnover)	05-Sep-07	28-Feb-11	182	0
732 All Remaining Apron Projects (*From Tug Drive Relocation)	13-Nov-06 A	05-Oct-10	203	0
REGIONAL COMMUTER FACILITY	09-Jan-08	27-Oct-09		
761A Regional Commuter Facility	09-Jan-08	27-Oct-09	94	0
TERMINAL WIDE IMPROVEMENTS	16-Oct-07	07-Mar-11		
756A Terminal Wide Improvements	16-Oct-07	07-Mar-11	177	0



MIA

Run Date: 04-May-07

Data Date: 01-Apr-07

Page 1 of 1

703N

NORTH TERMINAL DEVELOPMENT PROGRAM

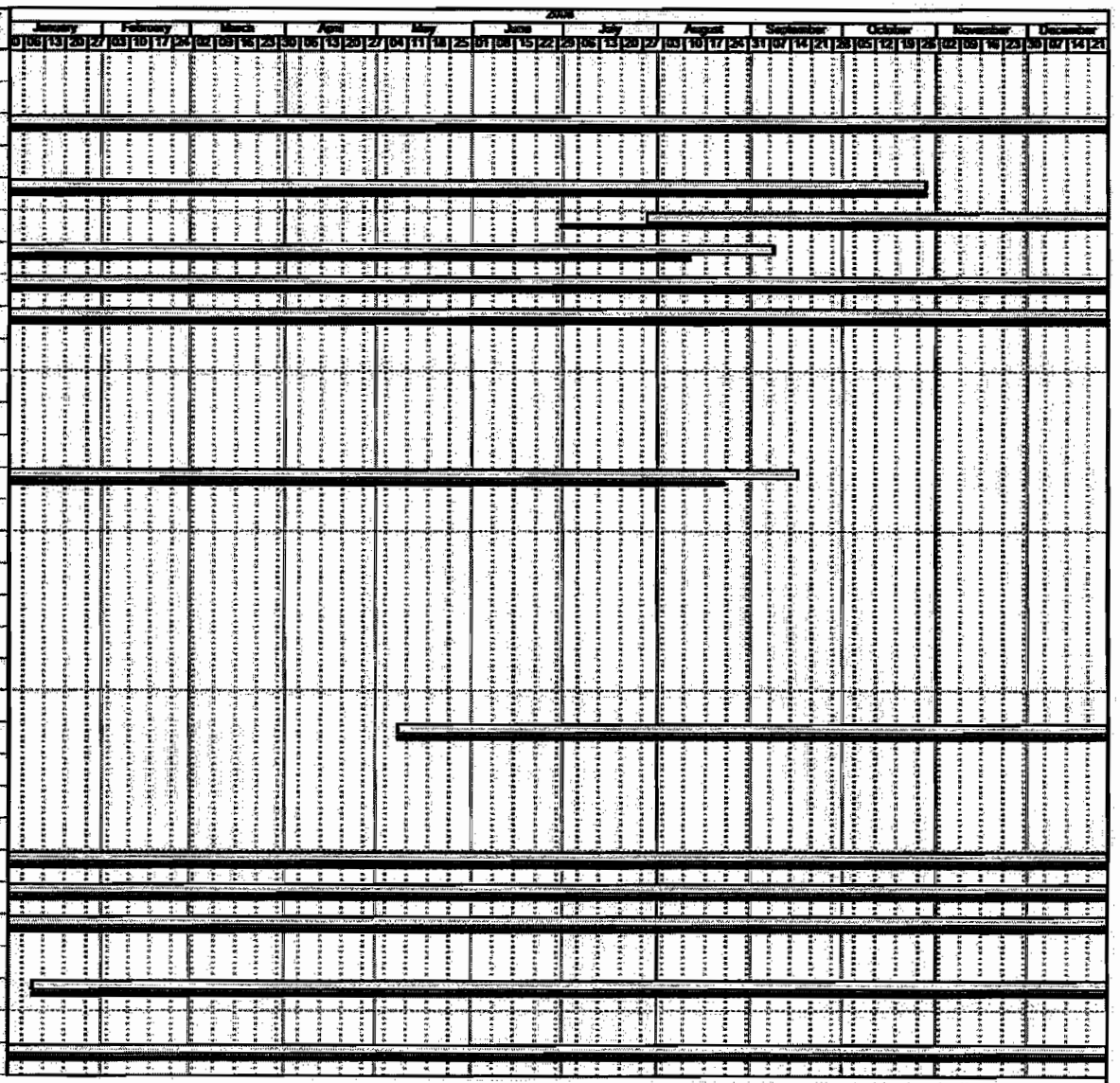
2007 OPS SUMMARY SCHEDULE AS OF MARCH 31, 2007

Current Schedule

Project Baseline

DRAFT

MIA - NTP PROJECTS	NTP	FINAL COMPL.	Weeks	Fin Var Weeks
POJV CONSTRUCTION PROJECTS	01-May-06 A	24-Jun-11		
A-B INFILL PROJECTS	20-Mar-07 A	21-Jun-10		
747B AB Infill Shell and Interior Finish-out	20-Mar-07 A	21-Jun-10	170	0
B-D INFILL PROJECTS	20-Mar-07 A	28-Mar-11		
739A CD Infill Interiors	20-Mar-07 A	28-Oct-08	84	0
739C D Remodel (*From Start of Mobilization)	22-Jul-08	03-Feb-11	131	0
739I D Remodel Ramp Level (*From Start of Construction)	22-Jun-07	08-Sep-08	64	-4
740A C Federal Inspection Station	21-May-07	28-Mar-11	201	0
746A BC Infill Interiors (Operational)	20-Mar-07 A	28-Feb-11	206	0
B-D COMPLETION PROJECTS	01-May-06 A	16-Sep-08		
737F CD Gate Control Tower	07-Nov-06 A	19-Nov-07	54	-1
737E/G CD Infill Completion	11-Sep-06 A	13-Aug-07	48	-8
739H D Connector Completion	11-Sep-06 A	10-Oct-07	56	-14
745A/B BC Infill Completion (*From Start of Construction)	01-May-06 A	16-Sep-08	124	-4
759A APM Maintence & Storage Facility	05-Oct-06 A	17-Jul-07	41	-8
PROGRAM CLOSE-OUT	28-Mar-11	24-Jun-11		
Program Close-Out	28-Mar-11	24-Jun-11	13	0
OTHER MAJOR CONSTRUCTION PROJECTS	22-Sep-06 A	07-Mar-11		
A-B INFILL PROJECTS	22-Sep-06 A	28-Jun-07		
747D A-B Pre-Demolition (*From Start of B Transit Utility Relocations)	22-Sep-06 A	28-Jun-07	40	-9
B-D INFILL PROJECTS	08-May-08	01-Jul-10		
746I BC Infill 3rd Level Remodel	08-May-08	01-Jul-10	112	0
C-D INFILL PROJECTS	18-Jun-07 A	28-Sep-07		
739G C-D Infill Ramp Interior Finish (*From Fire System Approval)	18-Jun-07 A	28-Sep-07	36	-14
APRON, EQUIPMENT & AIRPORT SYSTEMS	13-Nov-06 A	28-Feb-11		
702A Automated People Mover (*From 1st Turnover)	19-Jun-07	08-Dec-10	181	0
703A BHS Installation (*From 1st Turnover)	06-Sep-07	28-Feb-11	182	0
732 All Remaining Apron Projects (*From Tug Drive Relocation)	13-Nov-06 A	05-Oct-10	203	0
REGIONAL COMMUTER FACILITY	09-Jan-08	27-Oct-09		
751A Regional Commuter Facility	09-Jan-08	27-Oct-09	94	0
TERMINAL WIDE IMPROVEMENTS	15-Oct-07	07-Mar-11		
756A Terminal Wide Improvements	15-Oct-07	07-Mar-11	177	0



MIA

Run Date: 04-May-07
Data Date: 01-Apr-07
Page 1 of 1

703N

NORTH TERMINAL DEVELOPMENT PROGRAM

2008 OPS SUMMARY SCHEDULE AS OF MARCH 31, 2007

Current Schedule
Project Baseline

DRAFT

CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P.O. Box 1615, Warren, New Jersey 07061-1615

May 14, 2007

Sonia Bridges
Miami Dade Aviation Department
P.O. Box 205504
Miami, FL 33102

Re: Parson-Odebrecht Joint Venture
North Terminal Bond Availability

Dear Ms. Bridges:

Following the conference call, you requested a letter from the respective Sureties, in addition to the letter provided by Edward G. Gallagher of the Surety and Fidelity Association of America (SFAA) dated April 12, 2007.

For the reasons stated in the SFAA letter, performance and payment bonds, each in the amount of 100% of a contract in the amount of $1.045 billion are not reasonably available.

Federal Insurance Company has agreed to participate on performance and payment bonds for the captioned project. Federal Insurance Company is a participating co-surety on this project. The maximum amount from the co-surety group is $550,000,000.00 each for the performance bond and the payment bond. We are not in a position to participate on performance and payment bonds in excess of $550,000,000.00 for this contract.

Should you have any questions, please let me know.

Sincerely,

Michael C. Fay
Underwriting Manager

AIU Insurance Company
American Home Assurance Company
American International Pacific Insurance Company
Commerce and Industry Insurance Company
Commerce and Industry Insurance Company of Canada
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company

AIG

American International Companies®
Principal Bond Office
175 Water Street – 26th Floor
New York, N.Y. 10038

May 14, 2007

Miami-Dade Aviation Department
P.O. Box 592075
Miami, FL 33159

Re: North Terminal Development Consolidation Program

Miami Dade Aviation Department:

I refer to the April 12, 2007 letter from Edward G. Gallagher, General Counsel of the Surety & Fidelity Association of America to Ms. Sonia S. Bridges Miami-Dade Aviation Department regarding the surety industry positions on bonding availability for the North Terminal Development Consolidation Program.

American Home Insurance Company is one of the sureties for the Parsons Odebrecht Joint Venture (POJV) as such we have agreed to participate on the performance and payment bonds for this project as co-surety.

For the reasons stated in the above reference letter from the surety association we have concluded that Bonds in excess of $550,000,000., are not reasonably available for a project of this size.

We have agreed to support and participate on performance and payment bonds each in the maximum amount of $550,000,000 as co-surety for POJV on the above project.

Any questions please contact me at 212-458-3596.

Sincerely,

Gail M. Brunje

Gail M. Brunje, CPCU
Assistant Vice President
AIU Surety Department
Commercial Lines Division

ZURICH

May 14, 2007

Mr. David Brown
Project Director
Parsons-Odebrecht, J.V. ("POJV")
P.O. Box 99-7030
Miami, FL 33299

Re: North Terminal Development Consolidation Program
Performance and Payment Bond
First Amended Revised Contract ("FARC")
Adjusted Contract Amount: $1,045,501,216

Dear Dave:

We are writing at your request with regard to the performance and payment bonds required in connection with the above-captioned contract ("FARC"); and in response to John W. Cosper's request of May 8, 2007. Mr. Cosper requested that POJV's sureties provide a letter to the effect that a bond in the amount of the above contract price is not reasonably available in the surety market (which we interpret to mean "as available under reasonable terms and conditions"), and indicate the largest bond they would agree to consider on this project.

In response Mr. Cosper's request, we would like to refer to the attached letter dated April 12, 2007 from the Surety Association of America ("SFAA") to Sonia Bridges of the MIA Aviation Risk Management Department in which the SFAA asserts on the basis of discussions with surety companies and industry experience that full penalty bonds in the adjusted amount of the MIA North Terminal contract are not commercially available in the US surety market. Based upon our experience as one of the largest writers of surety bonds in the United States, we would concur with the SFAA's assertion that full penalty bonds for a project of this magnitude are not available in the US surety market under reasonable terms and conditions.

In accordance with this position, at the present time we are unwilling to consider performance and payments bonds for an amount equal to the adjusted contract price. We are prepared however to provide our share of performance and payment bonds, each in an amount not to exceed $550 million, for this project subject to our review and approval of the final contract terms and conditions and bond forms and our receipt of a request from the joint venture to issue such bonds.

This letter is not an assumption of liability. It is intended to serve solely as a guideline on behalf of POJV as our client. Therefore, we assume no liability to you or third-parties if for any reason we should decide not to issue the referenced bonds for this project.

Sincerely,

Brian Reynolds
International Surety Division
Zurich American Insurance

Zurich North America
Surety & Financial Enterprises

International Surety

3910 Keswick Road
Baltimore, MD 21211

Phone • 1.410.366.1000
www.zurichna.com

Brian Reynolds
Vice President
Direct Phone 410.261.7940
Direct Fax 410.261.7957
E-Mail
brian.reynolds@zurichna.com

The Surety & Fidelity Association of America

1101 CONNECTICUT AVENUE, NW, SUITE 800, WASHINGTON, DC 20036 TEL.: (202) 463-0600 – FAX: (202) 463-0606
website: http://www.surety.org
E-mail: information@surety.org

April 12, 2007

Via telecopier and mail
(305) 876-7162

Sonia S. Bridges
Chief, Aviation Risk Management
Miami-Dade Aviation Department
P.O. Box 592075
Miami, FL 33159

Re: North Terminal Development Consolidation Program

Dear Ms. Bridges:

The Surety & Fidelity Association of America (SFAA) is a national trade association of companies licensed to write fidelity and surety insurance in the United States. SFAA's approximately 500 members are sureties on the vast majority of contract performance and payment bonds written in Florida and include all of the sureties active in writing very large bonds for projects comparable in scope to the North Terminal program.

Each surety company has its own underwriting standards and makes its own decisions. They will each apply their underwriting criteria to evaluate the contractor involved and the particulars of the project, contract and bond forms. That evaluation normally determines the work program and the largest single job on which the surety will issue performance and payment bonds for that contractor.

On very large projects, however, other factors come into play. Surety is regulated as a type of insurance, and there are legal and regulatory restrictions on the size bonds that any surety company can write regardless of the construction team as principal. There are also internal limits and, in some cases, restrictions placed by reinsurers. Sureties for contractors with very large work programs generally have spread their risks by having multiple co-surety partners on the contractor's program, including each individual bond.

On a number of recent projects, the size of the contract has exceeded the largest single bond available. For public entities with a statutory requirement to obtain 100% performance and payment bonds, that has necessitated an amendment to the relevant statutes. For example, in California for the San Francisco Oakland Bay Bridge and in Georgia for public private initiative

road projects around Atlanta, the state legislatures enacted exceptions. On the Bay Bridge project that exceeded $1 billion, the bonds were $350 million. The Georgia statute now permits the DOT discretion on projects over $350 million. In Florida, the DOT has bills pending that would amend section 337.18, Florida Statutes (which applies to the DOT but not to MDAD) to permit less than 100% bonds on projects over $250 million.

For public owners not subject to a 100% statutory requirement, bonds in an amount less than the contract price have been used even though the public entity involved had traditionally required 100% bonds. One recent example is the Croton Water Treatment Plant job in New York City which was let with $500 million performance and payment bonds on a $1.1 billion contract.

The proposed North Terminal contract falls squarely into this dilemma. The surety industry, and the sureties involved on this project, would like to be able to provide the 100% performance and payment bonds which MDAD has customarily required (but which are not required by the applicable statute, section 255.05, Florida Statutes). However, the size of the project, not any lack of confidence in the ability of the Parsons Odebrecht Joint Venture to perform the work, constrains the ability of the sureties to furnish 100% bonds. Based on discussions with the surety companies who can participate on such large bonds and our experience on other recent very large projects, bonds of $1 billion or more are not currently available in today's market. Bonds of $500 to $600 million dollars have been written on several recent projects, and given the strength of the two contractors we understand that bonds in that range are available for the North Terminal contract.

If you need anything else from us or any information from other sureties, please let me know. We want to work with the you to reach an acceptable resolution of this difficult situation so the project can continue without delay.

Sincerely yours,

Edward G. Gallagher

Edward G. Gallagher
General Counsel

CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P.O. Box 1615, Warren, New Jersey 07061-1615

May 14, 2007

Sonia Bridges
Miami Dade Aviation Department
P.O. Box 205504
Miami, FL 33102

Re: Parson-Odebrecht Joint Venture
North Terminal Bond Availability

Dear Ms. Bridges:

Following the conference call, you requested a letter from the respective Sureties, in addition to the letter provided by Edward G. Gallagher of the Surety and Fidelity Association of America (SFAA) dated April 12, 2007.

For the reasons stated in the SFAA letter, performance and payment bonds, each in the amount of 100% of a contract in the amount of $1.045 billion are not reasonably available.

Federal Insurance Company has agreed to participate on performance and payment bonds for the captioned project. Federal Insurance Company is a participating co-surety on this project. The maximum amount from the co-surety group is $550,000,000.00 each for the performance bond and the payment bond. We are not in a position to participate on performance and payment bonds in excess of $550,000,000.00 for this contract.

Should you have any questions, please let me know.

Sincerely,

Michael C. Fay
Underwriting Manager

AIU Insurance Company
American Home Assurance Company
American International Pacific Insurance Company
Commerce and Industry Insurance Company
Commerce and Industry Insurance Company of Canada
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company

AIG

American International Companies®
Principal Bond Office
175 Water Street – 26th Floor
New York, N.Y. 10038

May 14, 2007

Miami-Dade Aviation Department
P.O. Box 592075
Miami, FL 33159

Re: North Terminal Development Consolidation Program

Miami Dade Aviation Department:

I refer to the April 12, 2007 letter from Edward G. Gallagher, General Counsel of the Surety & Fidelity Association of America to Ms. Sonia S. Bridges Miami-Dade Aviation Department regarding the surety industry positions on bonding availability for the North Terminal Development Consolidation Program.

American Home Insurance Company is one of the sureties for the Parsons Odebrecht Joint Venture (POJV) as such we have agreed to participate on the performance and payment bonds for this project as co-surety.

For the reasons stated in the above reference letter from the surety association we have concluded that Bonds in excess of $550,000,000., are not reasonably available for a project of this size.

We have agreed to support and participate on performance and payment bonds each in the maximum amount of $550,000,000 as co-surety for POJV on the above project.

Any questions please contact me at 212-458-3596.

Sincerely,

Gail M. Brunje

Gail M. Brunje, CPCU
Assistant Vice President
AIU Surety Department
Commercial Lines Division

ZURICH

May 14, 2007

Mr. David Brown
Project Director
Parsons-Odebrecht, J.V. ("POJV")
P.O. Box 99-7030
Miami, FL 33299

Re: North Terminal Development Consolidation Program
Performance and Payment Bond
First Amended Revised Contract ("FARC")
Adjusted Contract Amount: $1,045,501,216

Dear Dave:

We are writing at your request with regard to the performance and payment bonds required in connection with the above-captioned contract ("FARC"); and in response to John W. Cosper's request of May 8, 2007. Mr. Cosper requested that POJV's sureties provide a letter to the effect that a bond in the amount of the above contract price is not reasonably available in the surety market (which we interpret to mean "as available under reasonable terms and conditions"), and indicate the largest bond they would agree to consider on this project.

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In accordance with this position, at the present time we are unwilling to consider performance and payments bonds for an amount equal to the adjusted contract price. We are prepared however to provide our share of performance and payment bonds, each in an amount not to exceed $550 million, for this project subject to our review and approval of the final contract terms and conditions and bond forms and our receipt of a request from the joint venture to issue such bonds.

This letter is not an assumption of liability. It is intended to serve solely as a guideline on behalf of POJV as our client. Therefore, we assume no liability to you or third-parties if for any reason we should decide not to issue the referenced bonds for this project.

Sincerely,

Brian Reynolds
International Surety Division
Zurich American Insurance

Zurich North America
Surety & Financial Enterprises

International Surety

3910 Keswick Road
Baltimore, MD 21211

Phone • 1.410.388.1000
www.zurichna.com

Brian Reynolds
Vice President
Direct Phone 410.261.7940
Direct Fax 410.261.7957
E-Mail
brian.reynolds@zurichna.com

The Surety & Fidelity Association of America

1101 CONNECTICUT AVENUE, NW, SUITE 800, WASHINGTON, DC 20036 TEL: (202) 463-0600 – FAX: (202) 463-0606
website: http://www.surety.org
E-mail: information@surety.org

April 12, 2007

Via telecopier and mail
(305) 876-7162

Sonia S. Bridges
Chief, Aviation Risk Management
Miami-Dade Aviation Department
P.O. Box 592075
Miami, FL 33159

Re: North Terminal Development Consolidation Program

Dear Ms. Bridges:

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road projects around Atlanta, the state legislatures enacted exceptions. On the Bay Bridge project that exceeded $1 billion, the bonds were $350 million. The Georgia statute now permits the DOT discretion on projects over $350 million. In Florida, the DOT has bills pending that would amend section 337.18, Florida Statutes (which applies to the DOT but not to MDAD) to permit less than 100% bonds on projects over $250 million.

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If you need anything else from us or any information from other sureties, please let me know. We want to work with the you to reach an acceptable resolution of this difficult situation so the project can continue without delay.

Sincerely yours,

Edward G. Gallagher

Edward G. Gallagher
General Counsel

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 2 PROJECT NO. B780B DATE: 5/11/07

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

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

ITEMIZATION AND DESCRIPTIONS BEGIN ON PAGE 2 OF THIS CHANGE ORDER

SUMMARY OF CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT	$542,041,500
REASON FOR CHANGE:	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED	$-0-
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	$542,041,500
Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER	$503,459,716
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	$1,045,501,216
Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER 92.9%	
X County Requested Change	TOTAL PER CENT INCREASE TO DATE 92.9%	
Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE 393 CALENDAR DAYS TO 6/28/11	

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.*

Not Applicable

SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT FUNDS BUDGETED CODE CERTIFIED BY

ACCEPTED BY: CONTRACTOR

SEE ATTACHED SIGNATURE PAGE

SURETY

APPROVED: BUDGET DIRECTOR

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

RECOMMENDED: PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER

By: County Manager DATE

APPROVED: HNTB (CONSULTING ENGINEER). DEPT. OF BUSINESS

ATTEST:

APPROVED: DEPARTMENTAL DIRECTOR

By: Deputy Clerk

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

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 2 PROJECT NO. B780B DATE: 5/11/07

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture (MGC)

ITEM NO.	DESCRIPTION	AMOUNT
1.	Add: Complete all Work under the terms and conditions of the First Amended and Restated Contract ("FARC Work") JUSTIFICATION: COUNTY REQUESTED CHANGE	$856,825,445
2.	Add: Continue and complete the work in Annexes 3, 4, 5, and 6A under the terms and conditions of the Annexes and the Original Contract except as specifically modified by the First Amended and Restated Contract JUSTIFICATION: COUNTY REQUESTED CHANGE	$116,009,216
3.	Add: Continue and complete the work in Work Orders which were written against all Allowance Accounts 2, 3 and 4 under the terms and conditions of the Work Orders and the Original Contract except as specifically modified by the First Amended and Restated Contract JUSTIFICATION: COUNTY REQUESTED CHANGE	$48,986,935
4.	Add: Settlement with Managing General Contractor (MGC) for its project staffing resulting from extended procurement of the scope of work contained in the First Amended and Restated Contract through March 19, 2007 JUSTIFICATION: UNFORESEEN/UNFORESEEABLE CHANGE	$8,800,000
5.	Add: Payments for Core General Conditions, General Work Conditions, and General and Administration and Profit authorized under the terms of the Original Contract through May 31, 2007 JUSTIFICATION: UNFORESEEN/UNFORESEEABLE CHANGE	$14,879,620
6.	Add: Extend the Contract Time by 393 calendar days JUSTIFICATION: UNFORESEEN/UNFORESEEABLE CHANGE	0.00
7.	Credit: The Total Maximum Contract Amount of the Original Contract JUSTIFICATION: COUNTY REQUESTED CHANGE	<$542,041,500>
	COST OF CONSTRUCTION CHANGES THIS ORDER	**$503,459,716**

SUPPLEMENTAL INFORMATION

Item 1: Complete all Work under the terms and conditions of the First Amended and Restated Contract.
JUSTIFICATION: UNFORESEEN/UNFORESEEABLE CHANGE

All FARC Work and all Work Orders/Change Orders issued for the FARC Work subsequent to the Notice to Proceed for the FARC Work shall be performed pursuant to the terms and conditions contained in the First Amended and Restated Contract, attached hereto and made a part hereof.

Item 2: Continue and complete the work in Annexes 3, 4, 5, and 6A under the terms and conditions of the Annexes and the Original Contract except as specifically modified by the First Amended and Restated Contract. This amount is inclusive of Direct Costs, General Conditions, General and Administrative and Profit, Scope Complement Allowances, Existing Conditions Allowances, site general requirements allowances, and environmental

remediation allowances for the scope of work defined in the Annexes for Projects 737E, 737F, 737G, 739A, 739H, 739I, 745A/B, 746A, 747B, 747G, 756E, 776O, 776P and 779A.
JUSTIFICATION: COUNTY REQUESTED CHANGE

Annexes 3, 4, 5 and 6A previously authorized by Owner under the terms of the Original Contract continue to be subject to the terms and conditions of Annexes and the Original Contract as those terms and conditions are specifically modified in the First Amended and Restated Contract.

Item 3: Continue and complete the work in Work Orders which were written against Allowance Accounts 2, 3 and 4 under the terms and conditions of the Work Orders and the Original Contract except as specifically modified by the First Amended and Restated Contract. Item 3 also includes the amounts paid under Annex 2 to the Original Contract.
JUSTIFICATION: COUNTY REQUESTED CHANGE

All Work Orders previously executed by Owner under the terms of the Original Contract continue to be subject to the terms and conditions of the Work Orders and the Original Contract as those terms and conditions are specifically modified in the First Amended and Restated Contract.

Item 4: Settlement with Managing General Contractor (MGC) for its project staffing resulting from extended procurement of the scope of work contained in the First Amended and Restated Contract through March 19, 2007.
JUSTIFICATION: UNFORESEEN/UNFORESEEABLE CHANGE

The amount of $8,800,000 is a settlement amount to compensate the MGC for its project staffing resulting from delays in procuring the scope of work contained in the First Amended and Restated Contract through March 19, 2007. This amount shall be paid by the Owner as a part of the first application for payment after execution of this Change Order and shall not be subject to retainage.

Item 5: Payments for Core General Conditions, General Work Conditions, and General and Administrative and Profit authorized under the terms of the Original Contract through May 31, 2007.
JUSTIFICATION: UNFORESEEN/UNFORESEEABLE CHANGE

Under the Original Contract, Owner pays MGC monthly amounts for Core General Conditions and General and Administrative and Profit. Owner also pays actual costs for General Work Conditions as they are incurred. Owner and MGC hereby agree that the total amounts paid or to be paid for these items through May 31, 2007, shall be:

Core General Conditions	$7,038,892
General and Administrative and Profit	$4,349,630
General Work Conditions	$3,491,098

The amount shown above for the General and Administrative and Profit is for the 40% allocated portion of the Original Contract General and Administrative and Profit, a portion of which was invoiced monthly and excludes General and Administrative and Profit amounts stipulated in Annexes 3, 4, 5, and 6A and Work Orders referenced in Item 3 above.

These above amounts are inclusive of amounts paid or invoiced since issuance of the Notice to Proceed for the Original Contract. Notwithstanding any provision of the Original Contract, MGC shall include in its pay application for the period ending May 31, 2007, the total difference between the above amounts and the amounts previously invoiced for each item. Payments for Core General Conditions, General and Administrative

and Profit and General Work Conditions covering the period after May 31, 2007, shall be paid in accordance with the provisions of the First Amended and Restated Contract; provided, however, that General, Administrative and Profit amounts stipulated in Annexes 3, 4, 5, and 6A and Work Orders referenced in Item 3 above shall continue to be paid pursuant to the terms of those Annexes.

Item 6: Extend the Contract Time by 393 calendar days
UNFORESEEN/UNFORESEEABLE CHANGE

Due to delays in procurement of the Work as well as changes in the scope of the Work, the Contract Time is extended by 393 days beyond the 1596 days stipulated in Section 1.15 of the Original Contract to June 28, 2011 for completion of the Original Contract Work and the FARC Work.

Item 7: Credit the Total Maximum Contract Amount of the Original Contract
JUSTIFICATION: COUNTY REQUESTED CHANGE

Items 1 through 6 of this Change Order address the entirety of the Managing General Contractor's scope of work, with a total Adjusted Contract Amount Including This Change Order of $1,045,501,216 shown on page 1 of this Change Order. The value of the Original Contract Amount ($542,041,500) has been credited against Items 1 through 6 of this Change Order in order to derive the Cost of Construction Changes This Order ($503,459,716) shown on page 1 of this Change Order.

RELEASE OF CLAIM

Item 1 of this Change Order provides new terms and conditions for performing the FARC Work and any changes to such work, such terms and conditions collectively referred to as the First Amended and Restated Contract.

Items 2 and 3 of this Change Order provide for the continuation and completion of work authorized under the terms of the Original Contract subject to the terms and conditions of the Original Contract as those terms and conditions are specifically modified in this First Amended and Restated Contract.

Item 6 of this Change Order extends the Contract Time through June 28, 2011.

In consideration of and conditional upon payment to MGC by Miami-Dade County (hereinafter "County"), of the amounts in Items 1, 2, 3, and 6, and subject to the terms and conditions of Change Order No. 2 and the First Amended and Restated Contract, the MGC releases County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action for time related costs, including claims for Liquidated Indirect Costs or any other Compensable time extension, it has or may have against the County, its officers, employees and agents for all impacts occurring prior to May 10, 2007.

Item 4 of this Change Order provides for the settlement with Managing General Contractor for its staffing salaries, burden and General and Administrative and Profit resulting from delays in procuring the work contained in the First Amended and Restated Contract through March 19, 2007. Upon payment of the amount contained in this Item, the County and MGC release each other and their officers, employees and agents from, and waive and relinquish, any claims, disputes or causes of action they have or may have against each other and their officers, employees and agents for events arising out of or in connection with the procurement delay.

Item 5 of this Change Order provides a stipulated amount to be paid to MGC for Core General Conditions, for General, Administrative and Profit not associated with issued Annexes and Work Orders, and for General Work Conditions from Notice to Proceed on the Original Contract through May 31, 2007. Upon payment of the amounts contained in this Item,

the MGC releases the County, its officers, employees and agents from, and waives and relinquishes, any claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for amounts due for MGC's Core General Conditions, General and Administrative and Profit not associated with issued Annexes or Work Orders, and for General Work Conditions from the NTP of the Original Contract through May 31, 2007.

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MIAMI – DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO. 2 PROJECT NO. B780B DATE: 5/14/07

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

SIGNATURE PAGE FOR SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: Joseph M. Pietrangelo
Joseph M. Pietrangelo, Attorney-in-Fact

ZURICH AMERICAN INSURANCE COMPANY

BY: Joseph M. Pietrangelo
Joseph M. Pietrangelo, Attorney-in-Fact

FEDERAL INSURANCE COMPANY

BY: Joseph M. Pietrangelo
Joseph M. Pietrangelo, Attorney-in-Fact

AMERICAN HOME ASSURANCE COMPANY

BY: Joseph M. Pietrangelo
Joseph M. Pietrangelo, Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Joseph M. PIETRANGELO, Olga IGLESIAS and Paul RODRIGUEZ, all of Miami, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Joseph M. PIETRANGELO, dated September 12, 2005.**

FOR YOUR PROTECTION VERIFY AT WWW.FDCOMPANIES.COM FOR THE ZURICH NAME FIRM

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of August, A.D. 2006.

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

By:

Gerald F. Haley *Assistant Secretary* *Theodore G. Martinez*

State of Maryland
City of Baltimore } ss:

On this 28th day of August, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

DENNIS R. HAYDEN HARFORD COUNTY MARYLAND NOTARY PUBLIC

Dennis R. Hayden *Notary Public*
My Commission Expires: February 1, 2009

POA-F 031-2075

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

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

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

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

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

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 4th day of April, A.D. 2006. This power of attorney revokes that issued on behalf of Joseph M. PIETRANGELO, dated September 12, 2005.

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

ZURICH AMERICAN INSURANCE COMPANY

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

By:

Gregory E. Murray *Secretary* *William J. Mills* *Vice President*

On the 4th day of April, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

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

Notary Public *My Commission Expires: July 8, 2007*

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

CERTIFICATE

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

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

the 14 day of May 2007.

Gerald F. Haley *Secretary*

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

FOR YOUR PROTECTION VERIFY WATERMARK

POA-Z ZA 031-2075A

Serial Number: SJ2006April04ZA 031-2075A

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 Joseph M. Pietrangelo, Gicelle Pajon, Olga L. Iglesias and Paul Rodriguez of Miami, Florida

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 30th day of August, 2006

Kenneth O. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 30th day of August, 2006 before me, a Notary Public of New Jersey, personally came Kenneth O. 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 O. 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 John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KAREN A. EDER NOTARY PUBLIC NEW JERSEY

KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009

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 O. 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 14 day of May 2007

Kenneth O. 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

POWER OF ATTORNEY

American Home Assurance Company — **Power No. 18788**
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

No. 83-B-06975

KNOW ALL MEN BY THESE PRESENTS:

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

---Olga Iglesias, Joseph M. Pietrangelo: of Miami, Florida---

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

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

this 23rd day of March, 2007

Vincent P. Forte, Vice President

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

On this 23rd day of March, 2007 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JULIANA E. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HA6125871
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

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

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

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

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

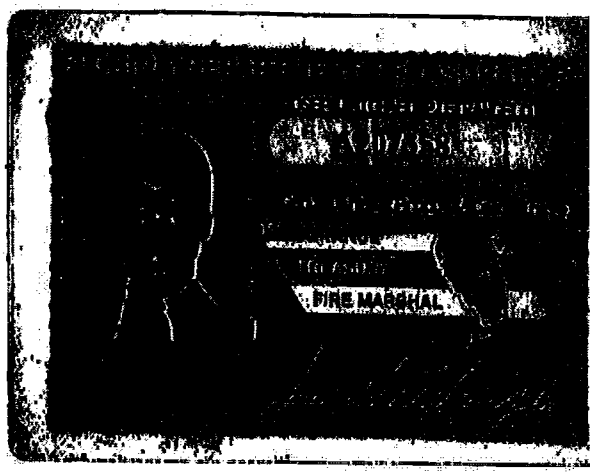
I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto,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

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

this 14 day of May 2007

Elizabeth M. Tuck, Secretary

65166 (4/96)


FIRE MARSHAL

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FIRST AMENDED AND RESTATED CONTRACT

THIS FIRST AMENDED AND RESTATED CONTRACT made and entered into as of the _____ day of _____, 20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and Parsons/Odebrecht Joint Venture, hereinafter called the Managing General Contractor.

WITNESSETH,

WHEREAS, on or about June 29, 2005, the Managing General Contractor and the County entered into a Contract for the construction of the North Terminal Development Consolidation Program at Miami International Airport; and

WHEREAS, the Original Contract entered into on June 29, 2005 was amended on April 25, 2006 by Change Order Number One; and

WHEREAS, it is the intent of the parties that certain work authorized under the terms of the Original Contract continue to be subject to the terms and conditions of that Original Contract as those terms and conditions are specifically modified in this First Amended and Restated Contract ("FARC"); and

WHEREAS, the parties wish to further amend and to restate the Original Contract to apply to the remaining work, as defined in the FARC Contract Provisions ("FARC Work"), necessary for the completion of the North Terminal Development Consolidation Program in accordance with the terms and conditions set forth below; and

WHEREAS, it is the intent of the parties that the Original Contract shall not apply to the FARC Work, which shall be governed only by the terms of this FARC as set forth below;

NOW THEREFORE, the Managing General Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to provide the services set forth in the Contract Documents, which are defined in the FARC Provisions and enter into contracts with Trade Contractors requiring them to perform their work and labor, in a coordinated, satisfactory and workmanlike manner, to complete their work within the specified time and in strict conformity with the Plans, Technical Provisions and the other Contract Documents of the Trade Contract for:

PROJECT TITLE: NORTH TERMINAL DEVELOPMENT CONSOLIDATION PROGRAM (NTDCP)

PROJECT NOs: MIA Projects 739A, 746A, 756E, 740A, 739C, 739I, 747B and 775C (excluding Annexes 3, 4, 5 and 6A and related Work Orders) and other ancillary work as may be directed by the Owner in accordance with the Contract Documents.

The Managing General Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons resulting from the gross negligence of the Managing General Contractor, its officers, agents, partners or employees, Subcontractors and Trade Contractors.

In consideration of these premises, the County hereby agrees to pay to the Managing General Contractor for its services and to allow the Managing General Contractor to pay the Trade Contractors for the work, the total maximum sum of Eight Hundred Fifty-Six Million Eight Hundred Twenty-Five Thousand Four Hundred Forty-Five U.S. dollars ($856,825,445) (hereinafter referred to as the FARC Total Maximum Contract Amount), consisting of the following items or schedules of work subject to the terms and conditions of the FARC Contract Documents and all in the manner more particularly set forth herein:

Description	Amount
Direct Costs for FARC Work, as defined in the FARC Provisions, at Projects 739A, 746A, 756E, 740A, 739C, 739I, 747B and 775C (lump sum)	$617,128,645
General Conditions for Projects 739A, 746A, 756E, 740A, 739C, 739I, 747B and 775C (See Exhibit N of the FARC Provisions) (lump sum)	$47,761,108
MGC General and Administrative and Profit (lump sum)	$52,150,370
General Work Conditions (lump sum)	$11,608,902
Owner's Allowance Account	$125,562,667
Inspector General Account	$2,613,753
FARC Total Maximum Contract Amount	**$856,825,445**

The FARC Total Maximum Contract Amount is subject to adjustment in accordance with the FARC Contract Documents for such other additions and deductions as may be provided for in the FARC Contract Documents. Partial and Final Payments will be made as provided for in the FARC Contract Documents.

(Remainder of Page Intentionally Left Blank)

FIRST AMENDED AND RESTATED CONTRACT (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this First Amended and Restated Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA,

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

CONTRACTOR (If Corporation)

_____
(Corporate Name)

By: _____
President

Attest: _____
Secretary

CONTRACTOR (If Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

PARSONS TRANSPORTATION GROUP INC.
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

ODEBRECHT CONSTRUCTION, IN
(Corporate Name)

By: _____
President

Attest _____
Secretary OFFICER
CLAUDIO ALMEIDA

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

_____

NORTH TERMINAL DEVELOPMENT CONSOLIDATION PROGRAM

FIRST AMENDED AND RESTATED CONTRACT PROVISIONS

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A	Plans, Specifications, and Other Documents
B	General Conditions Provisions for the Trade Contractors
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M	Project Close-Out Checklist
N	General Conditions Allocation for the Work
O	Retainage Release
P	Securing of Managing General Contractor's Payment and Performance Obligations
Q	Certificate of Acceptance for Substantial Completion
R	Change Management Procedure
S	County Affidavits
T	Owner's Clarifications
U	Initial Schedule of Values

FIRST AMENDED AND RESTATED CONTRACT PROVISIONS

These FARC Provisions cover the terms and conditions for the Managing General Contractor to perform the work as defined herein on the North Terminal Development Consolidation Program (NTDCP). Where the term "Contract Provisions" is used in these Contract Provisions, it shall mean 'FARC Provisions" unless specifically indicated otherwise.

SECTION 1

DEFINITIONS

1.1 **Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

1.2 **AIP:** The Airport Improvement Program, a grant-in-aid program, administrated by the Federal Aviation Administration. No requirement of the AIP Act, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract, nor will any such requirement interfere, in any way, with the right of either party to the Contract.

1.3 **Not Used**

1.4 **Not Used**

1.5 **Milestones:** There are two types of milestones, Liquidated Damage Milestones ("LDM") and Liquidated Indirect Cost Milestones ("LICM") in the FARC Contract. The Milestones are the dates set forth in the LDM Exhibit G and the LICM Exhibit D, which may be amended in accordance with the Contract Documents and which identify the scheduled Substantial Completions of the portions of the described Work.

1.6 **Not Used**

1.7 **Architect/Engineer:** Any of the Architectural or Engineering or Design Professionals firms that prepared any portion of the Plans, Technical Specifications or Contract Documents for any part of the NTDCP or which assist the Owner in administering the Contract.

1.8 **BID (or Bid):** The written offer of a bidder to perform the Work on a Trade Contract, responding to a Bid solicitation of the Managing General Contractor.

1.9 **Bidder:** Any individual, firm, partnership or corporation submitting a Bid on a Trade Contract pursuant to an invitation to bid of the Managing General Contractor.

1.10 **Bid Documents:** The collection of documents including the Advertisement for Bids, Instructions to Bidders, Trade Contract Form, Payment and Performance Bond, GC-1 through GC-95 (general conditions provisions Exhibit B), Special Provisions 1 to 5 (Exhibit J), Plans and Technical Specifications prepared by the Architect/Engineer and used by the Managing General Contractor, together with all addenda assembled by the Managing General Contractor with Owner's approval to solicit competitive bids or proposals for Trade Contract work.

1.11 **Bid Package:** A set of Bid Documents for portions of the Work.

1.12 Change Order: A written agreement approved by the Board of County Commissioners (BCC) and executed by the Owner and the Managing General Contractor and its Surety covering modifications to these Contract Documents.

1.13 Consulting Engineers: HNTB Corporation, Consulting Engineers to the Miami-Dade Aviation Department in accordance with the Trust Agreement of 1954, as amended.

1.14 Contract Documents: The FARC, these Contract Provisions, the Supplemental Contract Provisions, GC-1 through GC-95 (Exhibit B) as they relate to the Trade Contractors, Special Provisions 1 through 5 (Exhibit J), Plans and Technical Specifications, together with all attachments, Addenda and other documents as enumerated in Exhibit A, Change Orders, Work Orders, including all clarifications and qualifications to the Contract Documents accepted by the Owner, and all lists, plans, schedules or any other documents required by the Contract Documents.

1.14A Contract: The document signed by the parties as First Amended and Restated Contract ("FARC"), which is governed by these Contract Provisions. Where the term "Contract" is used in these Contract Provisions, it shall mean "FARC" unless specifically indicated otherwise.

1.15 Contract Time: Contract Time ends on June 28, 2011. The Contract Time may be changed as provided for in these Contract Documents and/or the Original Contract Documents.

1.16 County: Miami-Dade County, Florida.

1.17 County Manager: The County Manager of Miami-Dade County, Florida.

1.18 Days: Reference made to Days shall mean consecutive calendar days.

1.19 Defect(s): Refers to any part of the Work that does not substantially follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged, is of inferior quality, or is incomplete. The adjective "defective" when it modifies the word "Work" shall have the same connotation as defect.

1.20 Delay: As used in the Contract Documents, delay refers to any event causing a Milestone or Contract Time to be extended.

1.21 Design Errors: Architectural and/or engineering errors and omissions, and violations of applicable law within the Contract Documents.

1.22 Not Used

1.23 Direct Costs (of the FARC Work): The costs necessarily incurred during the construction of the FARC Work, which are not included in any of the Managing General Contractor's General Conditions, General Work Conditions or General and Administrative and Profit, Managing General Contractor's Performance and Payment Bond Premiums, or in any allowance such as the Phasing Allowance, Commissioning Allowance, MGC Quality Control Allowance and Extra Work Allowance. Such costs include, but are not necessarily limited to:

1. Cost of Work for Trade Contractors, as modified by Work Orders or Change Orders.

2. Not Used.

3. Installation of Owner's direct purchased equipment as well as all costs of material purchased under a pre-purchase agreement.

4. Self performed Work (by Managing General Contractor).

5. All Insurance related costs of the Managing General Contractor and the Trade Contractors, as approved by the Owner, which may include Warranty Insurance, Warranty Bond, Pollution Liability Insurance and Professional Liability Insurance.

6. Not Used.

1.24 Director: The Director of the Miami-Dade Aviation Department, or his/her Designee.

1.25 Disadvantaged Business Enterprise (DBE) Program: A County Program further described in Special Provisions 1 (Exhibit J).

1.26 Employer's Payroll Burden: The term "employer's payroll burden" shall mean in connection with Managing General Contract a multiplier of 1.56 times direct salary expense, which shall include, but is not limited to, the following items: costs of workers' compensation insurance, applicable fringe benefits and liability insurance, employer social security contribution, employer pension contributions or supplemental compensation payments, unemployment insurance and health insurance. In connection with the Trade Contractors, it shall have the meaning in GC-1 through GC-95 (Exhibit B).

1.27 Extra Work: An item of work not provided for in the Contract Documents as previously modified by Change Order or Work Order, but which is found by the Architect/Engineer or the Owner's Representative or the Owner to be necessary to complete the work within the intended scope of the Contract.

1.28 General Conditions: The amount paid by the Owner for the onsite management and supervisory staff of the Managing General Contractor and its Subcontractors.

1.29 **General Work Conditions:** Funds to pay Managing General Contractor for materials, equipment, supplies, and support services, including Managing General Contractor's legal fees listed in Exhibit C that are required to support the performance of the Work and which are to be paid in accordance with the provisions of Section 11 below.

1.30 **Not Used.**

1.31 **Lessee**: Any individual, partnership or corporation having a tenant relationship with the County.

1.32 **Liquidated Damages**: The amounts as set forth in Exhibit G that will be deducted from the amounts otherwise payable to the Managing General Contractor for each Calendar Day of Delay to each Liquidated Damage Milestone due to a Non-Excusable delay.

1.33 **Liquidated Indirect Costs**: There shall be two types of Liquidated Indirect Costs. Exhibit D sets forth the Liquidated Indirect Costs for the Managing General Contractor. The Liquidated Indirect Costs for the Trade Contractors are set forth in Exhibit D. The payment of Liquidated Indirect Costs is addressed in Sections 6.2 and 9.10.

1.34 **Managing General Contractor:** Parsons-Odebrecht, Joint Venture.

1.35 **Miami-Dade Aviation Department (MDAD)**: A department of Miami-Dade County government.

1.36 **Notice To Proceed (NTP)**: The written communication issued by MDAD to the Managing General Contractor directing the Managing General Contractor to begin the FARC Work and establishing the date of commencement of the FARC Work.

1.37 **NTDCP Management Information Reporting System (PMIRS):** The overall system of NTDCP reporting and controls provided by the Managing General Contractor as part of the required contract services in accordance with Section 5, Managing General Contractor's General Construction Management Responsibilities.

1.37A **Original Contract**: The contract for the North Terminal Development Consolidation Program dated June 29, 2005 between the Owner and the Managing General Contractor as amended by Change Order No.1 and Change Order No. 2 and as specifically amended in Section 15.16 of the FARC Provisions, under which Annexes 2, 3, 4, 5 and 6A and Work Orders for Allowance Accounts 2, 3 and 4 of the Original Contract are governed.

1.38 **MGC Construction Schedule:** A time-phased critical path method cost loaded schedule provided and maintained by the Managing General Contractor that

indicates the planned durations, relationships, and constraints (including Owner provided planned durations, relationships and constraints for non-work items) for each of the various elements of the FARC Work and the Original Contract Work and for such non-work items as indicated in the POJV NTD_F04 Schedule.

1.39 **Owner:** The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, and Water & Sewer or their successors.

1.40 **Owner's Allowance Account(s):** Account(s) in which stated dollar amount(s) are included in the FARC Total Maximum Contract Amount for the purpose of funding portions of the work which are the responsibility of the Owner or within the discretion of the Owner under the terms of these Contract Documents, including but not limited to those that are unforeseeable at the time of execution of the Contract, are for construction changes or for adjustments of quantities, for unit price work items or for other work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner. All unused Owner's Allowance Account monies shall revert to the Owner.

1.41 **Owner's Representative:** An authorized representative of the Owner, who is an employee of the County or other person(s) designated in writing by the Director.

1.42 **Performance And Payment Bonds:** Bonds furnished by Managing General Contractor for amounts as set forth in Section 13.2 and/or Trade Contractors, if required, for amounts corresponding to their respective work assuring that the bond principal will, in good faith, perform the work in full conformity with the terms of the Contract Documents and will promptly pay all amounts owed to persons supplying labor, materials, or supplies, used directly or indirectly in the prosecution of the Work. At the Owner's discretion, Owner will be a named obligee on all bonds. Bonds shall be in the forms contained in the Exhibit referenced in Section 13.2.

1.43 **Phase:** A physical portion of the work as defined by the Phasing Plan.

1.44 **Phasing Plan:** An established sequence of each portion (Phase) of the Work included within the overall Program, which is provided by the Architect/Engineer and the Owner as part of the 100% permittable, accurate, complete and ready for construction Contract Documents to ensure continued maintenance of operation and traffic routes.

1.45 **Plans:** The drawings, or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

1.46 Program: The construction of the North Terminal Development Consolidation Program (NTDCP), as generally described in Exhibit F.

1.47 Program Budget: Estimated cost of the Program, prepared by the Owner as part of the NTDCP. The Program Budget may, from time to time, be revised or adjusted by the Owner, in its sole discretion, to accommodate approved modifications or changes to the Program or the scope of Work.

1.48 Project: The individual Projects within the Program, as reflected in Exhibit F.

1.49 Not Used

1.50 Program Manual: Division 0 and 1 specifications, as prepared by an Architect/Engineer.

1.51 Program Team: Collective term referring to the Owner, Owner's Representative, Architect/Engineers, prospective tenants, Consulting Engineer and the Managing General Contractor.

1.52 Record Drawings (As-Built Drawings): Reproducible drawings by the Architect/Engineers showing the final completed Work as built in a Project, including any changes to the Work performed by the Managing General Contractor which the Architect/Engineers consider significant, based on marked-up as-built prints, drawings and other data furnished by the Managing General Contractor.

1.53 Risk Management Division: A Division of Miami-Dade County Aviation Department, with offices in Building 5A Miami International Airport, 4200 N.W. 36 Street, Miami, Florida 33122.

1.54 Subcontractor: Any individual, firm, partnership, joint venture or corporation contracting with Managing General Contractor for labor, materials, supplies or equipment used directly or indirectly by the Managing General Contractor in the prosecution of the General Conditions or General Work Conditions provided by the Managing General Contractor.

1.55 Substantial Completion: The stage in which the progress of the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Program, or Project, or portion thereof for its intended use and for which a Temporary Certificate of Occupancy or Certificate of Occupancy has been received if such Certificate is applicable or is Beneficially Occupied by the Owner.

1.55A Supplemental Contract Provisions: Those terms and conditions addressing specific items of work which are set forth in Exhibit L hereto.

1.56 Surety: The bonding company furnishing the Bonds required of the Managing General Contractor and/or Trade Contractors.

1.57 **Testing Laboratory:** The laboratory(ies) employed by the Owner to perform under the direction of the Architect/Engineer all quality assurance testing.

1.58 **Technical Specifications:** The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders and Change Orders that may be issued for the Contract, all describing the work required to be performed under this Contract, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed.

1.59 **FARC Total Maximum Contract Amount (TMCA):** The total cost of the FARC Work, as more particularly set forth in the FARC, and which includes the sum of all Direct Costs, the Managing General Contractor's General Conditions, General Work Conditions, General and Administrative and Profit, the Owner's Allowance Accounts and the Inspector General Account, as adjusted in accordance with the terms of the Contract Documents.

1.60 **Trade Contract:** Contracts between the Managing General Contractor and Trade Contractors for all construction work and/or the provision of materials, services, supplies or equipment for the FARC Work.

1.61 **Trade Contractor:** Any individual, firm, partnership, joint venture or corporation supplying labor, materials, services, supplies or equipment used directly in the work for the Program.

1.62 **FARC Work:** The construction and services required to perform portions of the work under the North Terminal Development Consolidation Program (NTDCP) more particularly defined as follows: MIA Projects 739A, 746A, 756E, 740A, 739C, 739I, 747B and 775C as well as additional work, all as more particularly set forth in the Plans and other documents listed in Exhibit A, including the Supplemental Contract Provisions, of the Contract Documents, including all labor, materials, equipment, and services to be provided by the Trade Contractors and services to be provided by the Managing General Contractor. The FARC work does not include Projects 746I, 756A and 756D, work previously authorized by Annexes 2, 3, 4, 5 and 6A and Work Orders for Allowance Accounts 2, 3 and 4 of the Original Contract ("Original Contract Work"). Where the term "Work" is used in these Contract Provisions, it shall mean 'FARC Work" unless specifically indicated otherwise.

1.63 **Work Order:** A written order authorized by the Director and executed by the Managing General Contractor, and its Surety if required by Owner, directing the Managing General Contractor to perform Work to be paid from Owner's Allowance Account. A Work Order cannot increase the FARC Total Maximum Contract Amount, but may extend a Milestone or Contract Time without increasing the FARC Total Maximum Contract Amount. A Work Order will

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contain a description of the scope of the changed work, the agreed amount to be paid for the work, the agreed duration to perform the changed work, and may contain a reservation of rights by the Managing General Contractor to claim additional compensation and time, provided that such reservation contains a description of the affected work, the maximum amount and maximum time for which it reserves its claim.

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SECTION 2

ADMINISTRATION OF THE CONTRACT

2.1 Relationship of Parties

2.1.1 The Managing General Contractor agrees to cooperate with the Program Team in fulfilling its obligations under these Contract Documents. The Managing General Contractor shall enter into Trade Contracts for the performance of the Work. The Trade Contracts shall incorporate pages GC-1 through GC-95 (Exhibit B). It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, including Trade Contractors or Lessees, a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

2.2 Intent of Contract

2.2.1 The intent of the Contract is to include all necessary items for the proper completion of the Work by the Trade Contractors so the Owner may have a functioning facility which it may use as intended. The Managing General Contractor shall require the Trade Contractors to perform without additional compensation such incidental work as necessary to complete the Work so that it will meet the requirements for which the Work was intended in a satisfactory and workmanlike manner.

2.3 Other Contracts

2.3.1 The Owner has awarded and may in the future award other contracts for other work on the Site. The Managing General Contractor shall fully cooperate with contractors and shall reasonably coordinate the Program work with that provided under other Owner contracts as may be directed by the Owner's Representative.

2.3.2 The Managing General Contractor shall reasonably coordinate its operations so as to reduce interference with or hindrance with the progress of completion of the work being performed by contractors and tenant operations.

2.3.3 To the maximum extent allowed by law, Owner shall hold harmless and indemnify Managing General Contractor and its partners, officers, and employees from and against all actions or damages, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Owner and persons employed or utilized by the Owner in the performance of the North Terminal Development Program.

2.3.4 Owner Responsibilities for Certain Contractors - All damages or extensions of time resulting from delays, impacts and defects due to Kone, Inc., or 3rd party contractors or suppliers who are not performing the Work are the Owner's responsibility and shall be treated as Extra Work.

2.4 Plans, Specifications and Other Contract Documents

2.4.1 Plans showing general outlines and details necessary for a comprehensive understanding of the Work, form a part of the Contract Documents. The total number and the titles of the drawings constituting the Plans are given in Exhibit A. All work under this Contract shall be performed in all respects in substantial compliance with the requirements of the Contract Documents. In the event that the plans substantially change, the Owner shall cause the Architect/Engineers to produce updated accurate and complete conformed plans that incorporate all changes, clarifications, field conditions, etc. Thereafter, the Managing General Contractor shall be responsible for ensuring that all of its employees and Trade Contractors are supplied with such updated plans and the Managing General Contractor is responsible for work performed not in accordance with such updated plans. Managing General Contractor shall rely upon the Owner's provided design. The 100% permittable, accurate, complete Plans and Specifications shall be in accordance with industry standards and ready for construction with all due back checks by Owner's consultants and other entities, and with comments from them properly and timely incorporated by Architect/Engineer to the Plans and Specifications.

2.4.2 The Owner will provide the Managing General Contractor with three hard copies and one electronic version (in Autocad *.dwg format or similar format) of the Plans, and three copies and one electronic version in Microsoft Word or similarly readable format of the Program Manual for the Managing General Contractor's use during the execution of the Contract. The Managing General Contractor may reproduce these documents for its use during the performance of the Work under this Contract, all subject to the requirements of Department Standard Operating Procedures regarding Sensitive Security Information and confidential and exempt documentation, as set forth in Special Provisions 5 (Exhibit J).

2.4.3 The Managing General Contractor shall maintain at the Site at all times at least one (1) copy of Plans, Technical Specifications and all other Contract Documents, together with at least one (1) complete set of approved Shop Drawings and approved samples.

2.4.4 The Managing General Contractor shall make available at the Site one copy of each referenced standards and/or specifications for the Contractor's and the Owner's Representative's use during the time that Work covered by the standards and/or specifications is underway.

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2.4.5 In the event of any conflicts, ambiguities, or discrepancies among the Contract Documents, the precedence in resolving such conflicts, ambiguities, or discrepancies shall be as follows:

A. First Amended and Restated Contract ("FARC")
B. Supplemental Contract Provisions (Exhibit L) or Owner's Clarifications (Exhibit T), as applicable
C. Contract Provisions
D. Program Manual Division 1
E. Technical Specifications
F. Plans shall govern over Standard Specifications and over standards for testing and materials and over cited FAA Advisory Circulars.
G. On the Plans, calculated or figured dimensions shall govern over scaled dimensions.

2.4.6 If any error, omission, discrepancy or ambiguity is found by the Managing General Contractor or a Trade Contractor in the Plans or Technical Specifications, the Managing General Contractor shall refer the same to the Owner's Representative for an interpretation and decision by the Owner, and such decision shall be implemented by the Managing General Contractor and the Trade Contractors.

2.4.7 The Architect/Engineers shall have the right to correct apparent errors or omissions in the Plans and Technical Specifications and to make such interpretations as they may deem necessary for the proper fulfillment of the Contract Documents.

2.4.8 The organization of the Contract Documents into projects, divisions, sections and articles, and the arrangement of Drawings does not restrict or limit the Managing General Contractor in dividing the Work among Trade Contractors or in establishing the extent of work to be performed by any Trade Contractor.

2.5 Authority of the Architect/Engineers

2.5.1 The Owner shall direct the Architect/Engineers to respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Specifications or Plans relating to the work.

2.5.2 The Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract.

2.5.3 Where the Contract Documents provide for decisions or other actions by the Architect/Engineer, the Managing General Contractor and Trade Contractors must implement such decisions.

2.5.4 The Architect/Engineer shall have free access to the work and materials at all times to facilitate the performance of his duties.

2.5.5 The Architect/Engineer shall have the right to reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer discovers any work in progress that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Managing General Contractor will not be paid for Work properly rejected by the Architect/Engineer.

2.5.6 The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.

2.5.7 The observation of the work and actions by the Architect/ Engineer, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Managing General Contractor or Trade Contractors or its subcontractors and shall not relieve the Managing General Contractor from any of its responsibilities or obligations under the Contract; the Managing General Contractor shall not request or attempt to require the Architect/Engineer to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Managing General Contractor from such responsibilities or obligations.

2.6 Authority and Duties of the Owner's Representative

2.6.1 The Owner's Representative will administer the Contract and the orders of the Owner are to be given through the Owner's Representative. The Owner's Representative shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.

2.6.2 The Owner's Representative will observe the installed work for compliance with the Contract Documents. Such observation shall extend to all or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used.

2.6.3 The Owner's Representative shall call the Managing General Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.

2.6.4 When any work in progress does not meet the requirements of the Contract Documents, the Owner's Representative shall have the authority to order the Managing General Contractor to shut down that portion of the work

affected and shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown.

2.6.5 When any portion of the work is to be performed away from the site, the Managing General Contractor shall notify the Owner's Representative, in reasonable time, where and when such work is to be done, and shall make arrangements for access thereto by the Owner's Representative in order that same may be inspected by him.

2.6.6 The Owner's Representative shall have the right to reject any material or work performed which does not meet the requirements of the Contract Documents. When the Owner's Representative discovers any work in progress that does not meet the requirements of the Contract Documents, the Owner's Representative shall reject that portion of the work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Trade Contractor will not be paid for Work properly rejected by the Owner's Representative.

2.6.7 The fact that the Owner's Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Owner's Representative from subsequently rejecting said materials or work.

2.6.8 The Owner's Representative shall not interfere with the management of the work by the Managing General Contractor.

2.6.9 The administration, observation of the work, and actions by the Owner's Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Trade Contractors or their subcontractors and shall not relieve the Managing General Contractor from any of his responsibilities or obligations under the Contract; the Managing General Contractor shall not request or attempt to require the Owner's Representative to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Managing General Contractor from such responsibilities or obligations.

2.6.10 The Owner's Representative shall decide all questions relating to the rights of different contractors on the Program.

2.7 Observation of the Work

2.7.1 All materials and each part or detail of the work shall be subject to observation by the Owner's Representative and/or the Architect/Engineer. The Architect/Engineer and the Owner's Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Managing General Contractor is required.

2.7.2 If either the Architect/Engineer or the Owner's Representative requests it, the Managing General Contractor, at any time before acceptance of the work, shall direct the Trade Contractor to remove or uncover such portions of the finished work as may be directed by the Architect/Engineer or the Owner's Representative. After examination, the Managing General Contractor shall direct the Trade Contractor to restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid to the Trade Contractor as Extra Work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will not be paid to the Managing General Contractor or Trade Contractor.

2.8 Other Authorized Inspection

2.8.1 The Owner, the Lessee(s) and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.

2.8.2 Certain Work may be subject to inspection and approval by the FAA.

2.9 Interest of Public Officials

2.9.1 No officer or employee of Miami-Dade County during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION 3

MANAGING GENERAL CONTRACTOR SERVICES

In addition to any other services to be performed and subject to the clarifications contained in Exhibit L as may be specified elsewhere in these Contract Documents, the Managing General Contractor shall perform the following Services:

3.1 **Constructability Review and Recommendations** - The Owner has executed Work Orders in the Original Contract directing Managing General Contractor, in a joint effort with Owner, Lessees, Architect/Engineers and other members of the Program Team, to conduct constructability reviews, as Extra Work, of portions of the Work. With the understanding and agreement by the Owner that the Managing General Contractor did not have any responsibility or liability for design or for errors and omissions resulting from design, the Managing General Contractor, as a part of this joint effort, performed a constructability review as described in the Work Orders.

Without in any way admitting that it has any responsibility for constructability review obligations, the Managing General Contractor's total maximum liability for any failure to fulfill its obligations under this Section shall be capped, and shall not exceed 50% of the General Conditions and General and Administrative and Profit paid pursuant to the particular Work Orders which directed the particular construction review work; provided however, that the total aggregate cap shall not exceed the amount of $500,000 for all of the constructability review work directed by the Owner.

To the extent the Direct Costs or Managing General Contractor's General Conditions or time related costs increase as a result of any failure of Managing General Contractor to fulfill its obligations under this Section, Owner shall issue a Work Order or Change Order to fully compensate for such increases which exceed the cap(s) set forth above.

3.2 **Examination of Existing Work** – The Managing General Contractor shall examine the existing and ongoing work adjacent to the Project site. The Managing General Contractor shall be responsible for taking reasonable precautions, including proposing a protection Work Order and/or incorporating protection precautions into a Trade Contract or Contracts to reasonably protect, as appropriate, Work in place. Managing General Contractor shall be responsible for the repair or replacement of work damaged by it or its Subcontractors that could have been prevented with reasonable precautions.

3.3 **Existing Conditions** – Owner shall be responsible for all work in place and all existing conditions and defective work as of the issuance of the NTP and shall provide a compensable extension of time for and compensate Managing General Contractor for damages and additional costs resulting from the work in place, existing conditions or defective work. MGC shall be responsible for the FARC and Original Contract Work it actually performs; however, Owner shall remain responsible for an existing condition on which MGC subsequently performs work,

including responsibility for all remedial work to MGC work resulting from the existing condition.

3.4 Not Used

3.5 Not Used

3.6 Interfacing – The Managing General Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate Trade Contracts for procurement of long lead items identified by the Owner and the separate Trade Contracts for construction, all of which will be sequenced to maintain completion of all Work as set forth in the MGC Construction Schedule. Particular attention shall be given to the schedule for start and completion, and the relationship of separate Trade Contractors as reflected in the Architect/Engineer Phasing Plans.

3.7 Weather Protection - The Owner's Weather Protection Plan will be reflected in the Architect/Engineer Plans and Technical Specifications and will become part of the Contract Documents as well as the Trade Contracts.

3.8 Public Safety and Continued Facility Operations - The Owner's public safety program and continued facility operations measures will be reflected in the Architect/Engineer Plans and Technical Specifications and will become part of the Contract Documents as well as the Trade Contracts. Owner shall cause Architect/Engineers to provide airside and landside MOT plans for vehicular traffic, passengers and facilities operations. Managing General Contractor shall review the MOT plans and make appropriate recommendations, if any, for Owner approval.

3.9 Airport Security - The Owner's security requirements will become part of the Contract Documents as well as the Trade Contracts.

3.10 Commissioning – The Managing General Contractor, in coordination with the Architect/Engineers and the Owner shall assist in developing a commissioning program that will be implemented. The purpose of the commissioning program is to endeavor to ensure that all building systems perform interactively according to the design intent and the Owner's operational needs. Specific objectives include:

- Ensuring that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors.
- Verifying and documenting proper performance of equipment and systems.
- Ensuring that the design intent is met.

- Ensuring that operations and maintenance documentation left on site is complete.

- Ensuring that the Owner's operating personnel are adequately trained on a timely basis.

3.11 Market Analysis and Stimulation of Bidder Interest

3.11.1 The Managing General Contractor shall actively attempt to stimulate Trade Contractor interest in the Work, especially that of small contractors, and to also take measures to make the requirements of the Program known to the contracting community.

3.11.2 Managing General Contractor may require bidder to furnish to the Managing General Contractor satisfactory evidence of his/her financial responsibility or other information pertaining to the Bidders ability to perform the work.

3.12 Employee Parking - The Owner's on-airport Parking and Staging location plan, Exhibit H, is part of the Contract Documents as well as the Trade Contracts.

3.13 Tenant Relocation Plan – The Owner's Tenant Relocation Plan will become part of the Contract Documents as well as the Trade Contracts. Managing General Contractor has only included in its General Conditions a Stakeholder Manager to be a liaison with the Owner and tenants. Additional Managing General Contractor General Conditions costs in connection with Tenant Relocations shall be paid for by the Owner as Extra Work.

3.14 Lines of Authority – The Managing General Contractor shall maintain support staff and competent full-time staff at the Program Site authorized to act on behalf of Managing General Contractor to coordinate, inspect the Work in place, and provide general direction of the Work. Managing General Contractor shall establish and maintain lines of authority for Managing General Contractor's personnel, and shall provide this definition to the Owner and, as appropriate, all other affected parties such as the code inspectors, the Trade Contractors, Owner's Representative and the Architect/Engineers.

3.15 Lines of Communication - The following communications hierarchy shall be maintained during the term of this Contract:

3.15.1 All communications regarding construction quality and control between the Managing General Contractor and the Owner/Architect/Engineer shall be through the Owner's Representative.

3.15.2 All communications regarding design issues shall be through the Owner's Representative with copies of notes and written communications provided to the Architect/Engineers. Oral communications shall be documented with copies of such documentation sent to the Owner's Representative. Communications

between the Managing General Contractor and the Owner shall be through the Owner's Representative with copies to the Architect/Engineer.

3.15.3 All communications regarding the Managing General Contractor's general responsibilities shall be through the Owner's Representative.

3.15.4 All communications between the Owner/Architect/Engineer/Owner's Representative/and the Trade Contractors shall be through the Managing General Contractor.

3.15.5 The Owner's Representative shall have the authority to change these lines of communications, with the exception of Section **3.15.4** above, and designate in writing alternate lines of communication as needed to expedite the flow of information between the various parties.

3.16 Safety Programs - The Managing General Contractor and all Trade Contractors shall have written safety programs, which meet, at a minimum, the Safety and Loss Control Minimum Standards of the Owner. Such written program shall be submitted to the Owner prior to the commencement of any physical construction activity.

3.16.1 The Managing General Contractor shall designate a member of its organization as the Program site safety manager who shall review the job site safety written program of the Trade Contractors.

3.16.2 The Managing General Contractor's designated safety manager shall perform regular oversight inspections to monitor safety precautions and programs in place in connection with the Program. The performance of such services by the Managing General Contractor shall not relieve the Trade Contractors of their responsibilities for the safety of persons and property, and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the work. The Managing General Contractor's responsibility for safety shall be limited to advising the Trade Contractor's of non-compliance with the applicable safety program and the safety of the Managing General Contractor's employees.

3.17 Not Used

3.18 Not Used

3.19 Trade Contracts

3.19.1 Without assuming or becoming liable for the responsibilities of the Architect/Engineers, Managing General Contractor prepared invitations for bids for Trade Contract work. The parties understand and agree that the Managing General Contractor has received bids from Trade Contractors for a substantial part of the Work. . Notwithstanding any of the Contract Provisions and without voiding the DBE requirements of the Contract, MGC shall have the right to utilize

any competent and appropriately licensed entity it selects at its sole discretion to perform the Work and/or to utilize any procurement method or system of its choosing without restriction.

3.19.2 For each Trade Contract or group of Trade Contracts, the Managing General Contractor conducted a pre-bid conference with the Owner's standard procedures. In the event questions were raised which required an interpretation of the Bid Documents or otherwise indicated a need for a clarification or correction of the invitation for bid, the Managing General Contractor coordinated the preparation of an Addendum to the Bid Documents with the Architect/Engineers and the Owner. The Addendum was the sole means for making any clarifications or corrections to the Bid Documents and were issued to all of the Trade Contractors or Subcontractors responding to the bid invitation.

3.19.3 Nothing in this Contract, in the Trade Contracts, or in purchase orders issued by the Managing General Contractor shall create any contractual relationship between the Owner and any Trade Contractor or supplier (except as may be necessary to provide the required indemnification and warranties). The Trade Contracts and purchase orders shall specifically state that no such relationship is created hereby. However, the Owner is mutually recognized as a third party beneficiary of all such contracts. Conversely, no Trade Contractor or supplier is a third party beneficiary to this agreement.

3.19.4 In the event that the Owner designates particular work to be eligible for federal funding, the Architect/Engineers shall modify their Plans and Technical Specifications and the Managing General Contractor shall assure that it and all Trade Contract solicitations for such designated work shall contain provisions complying with the applicable federal requirements, including but not limited to:

- Buy American Preference – Title 49 U.S.C. Chapter 501
- Civil Rights Act of 1964, Title VI – Contractor Contractual Requirements – 49 CFR part 21
- Airport and Airway Improvement Act of 1982, Section 520 – Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees – 49 CFR part 20
- Access to Records and Reports – 49 CFR part 18.36
- Disadvantaged Business Enterprise – 49 CFR part 26
- Energy Conservation – 49 CFR part 18.36
- Breach of Contract Terms – 49 CFR part 18.36
- Rights to Inventions - 49 CFR part 18.36
- Clean Air and Water Pollution Control - 49 CFR part 18.36(l)(12)
- Trade Restrictions Clause - 49 CFR part 30
- Veteran's Preference – Title 49 U.S.C. 47112
- Davis Bacon Labor Provisions – 29 CFR part 5
- Equal Opportunity Clause – 41 CFR part 60-1.4
- Certification of non-Segregated Facilities – 41 CFR part 60-1.8
- Notice of Requirement Affirmative Action – 41 CFR part 60-4.2
- Equal Employment Opportunity Specification – 41 CFR part 60-4.3

- Termination of Contract – 49 CFR part 18.36
- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR part 29
- Contract Work Hours and Safety Standards Acts Requirements – 29 CFR part 5

3.19.5 Federal Funding Opportunity – Currently, the Work receives no federal funding and is therefore not subject to any additional requirements incidental to that source of funding. In the event federal funding becomes available and approved for this Work, the Owner and the Managing General Contractor shall cooperate fully in negotiating the necessary Work Orders to accommodate federal requirements incidental to funding, including, where appropriate, adjustments to Trade Contracts. Notwithstanding the foregoing, at all times, the Managing General Contractor shall continue to abide by all requirements pertaining to the Disadvantaged Business Enterprises (DBE) Program more particularly described in Exhibit J.

3.19.5.1 All reasonable and necessary additional costs and time incurred by the Managing General Contractor to facilitate federal funding of the Contract or portions thereof, shall be resolved through the Changes process set forth elsewhere in the Contract.

3.19.5.2 Not Used

3.19.5.3 Not Used

3.19.5.4 In any Work eligible for federal funding, should any provisions in this Contract be contrary to or in conflict with federal statues, codes, regulations or circulars for which compliance is necessary to achieve or maintain funding eligibility, the federal statues, codes, regulations or circulars shall prevail. Such conflicts and impacts shall be resolved through the Changes process described elsewhere herein.

3.19.5.5 Not Used

3.19.5.6 Notwithstanding any other Contract Document provision, whenever any portion of the Work is declared by the Owner to be eligible for federal funding, the provisions of the Miami-Dade County Florida Responsible Wages and Benefits provisions under Ordinance 90-143 shall be waived and Davis-Bacon Wage Rates applied to all Trade Contracts pertaining to that Work. Davis-Bacon Wage Rates shall be applied to work eligible for federal funding only and shall not affect the Responsible Wages and Benefits requirements applicable to any other portion of the Managing General Contractor's services, including self-performed work.

3.19.5.7 Notwithstanding any other provision of the Contract Documents, whenever any portion of the work is declared by the Owner to be eligible

for federal funding, the provisions of the Miami-Dade County Florida CSBE Participation Provisions shall be waived and the Disadvantaged Business Enterprise (DBE) Participation Provisions, attached hereto as Special Provisions 1 (Exhibit J), shall be applied to all Trade Contracts pertaining to that portion of the work.

3.20 Responsibilities for Consequential Damages – Managing General Contractor and Owner waive any and all claims or rights to claim against each other for consequential damages occurring or relating to the Contract Documents. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents.

3.21 Quality Control – The Managing General Contractor shall secure Quality Control services for the work. The Managing General Contractor shall develop and maintain a written program, to be submitted to and approved by the Owner to confirm that the quality specified in the Contract Documents is reflected in the actual construction of the NTDCP. The Managing General Contractor shall monitor the work of all Trade Contractors, providing instructions to each when it is discovered that their Work does not conform to the requirements of the Contract Documents. Managing General Contractor shall continue to exert its influence and control over each Trade Contractor to require that corrections be made in a timely manner so as to not affect the progress of the Work. Managing General Contractor shall receive copies of all claims or reports issued by the Owner's Representative or any Architect/Engineer relative to the performance or acceptability of Work. Should disagreement occur between the Managing General Contractor and either the Owner's Representative or the Architect/Engineer over acceptability of the Work and its conformance with the requirements of the Contract Documents, the Owner shall be the final judge of performance and acceptability.

3.22 Trade Contractor Interfacing – Managing General Contractor shall be the single point of interface between the Trade Contractors and the Owner, including all of its agents and representatives and the Architect/Engineers.

3.23 Job-Site Requirements – Managing General Contractor shall provide services for all the requirements set forth below:

3.23.1 Maintain a log of daily activities, including manpower records, status of permits, status of as-built drawings, weather delays, major decisions, etc. This log shall be available to the Owner, the Owner's Representative, the Architect/Engineers, and regulatory inspectors or others as may be authorized by the Owner.

3.23.2 Maintain a roster of companies on the Program with the names and telephone numbers of key personnel.

3.23.3 Establish and enforce job rules governing dress, parking, clean-up, use of facilities, and worker discipline.

3.23.4 Implement and take reasonable steps to enforce its safety program.

3.23.5 Arrange for all necessary NTDCP signage required for identification, direction, or control. The layout, need, and location of all signage must be approved by the Owner's Representative, and prepared by a professional sign maker, including signage installed by Subcontractors or Trade Contractors.

3.23.6 Implement and take reasonable steps to enforce the Owner provided security procedures.

3.24 **OCIP** – Should the OCIP requirements cause the Managing General Contractor to incur additional costs such as badging, safety training and reporting, such costs shall be compensated as Extra Work.

3.25 **Job-Site Administration** – Managing General Contractor shall provide job-site administrative functions during construction including, but not limited to, the following:

3.25.1 Weekly Construction Coordination Meetings - The Managing General Contractor shall attend weekly Construction Coordination Meetings at a time and place to be designated by the Owner's Representative. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Owner contractors. The Managing General Contractor shall cause Trade Contractors to attend as he deems advisable, or as requested by the Architect/Engineer. These meetings shall be used to identify the party or parties responsible for follow-up on any problems, delay items or questions, and record a course of action for resolution of any issues. All present shall make any problems or delaying events known to those present for appropriate attention and resolution.

3.25.2 Shop Drawing Submittal/Approvals –Managing General Contractor shall review shop drawings before forwarding to the Owner's Representative for action. Managing General Contractor shall take reasonable steps to ensure that shop drawings are received in accordance with the approved schedule and shall further take reasonable steps to ensure that there is adequate time to review drawings by managing how drawings are submitted (i.e. drawings shall not be received all at one time). Owner shall cause Architect/Engineers and consultants to review, approve and return shop drawings and samples as expeditiously as possible under the circumstances, but in no event later than 15 calendar days from the date of submission by Managing General Contractor unless otherwise specified in Owner approved Overall Program Schedule. Architect/Engineers shall not be allowed to introduce modifications to the Work utilizing the shop drawings process and any changes to the Work are to be incorporated into the Architect/Engineers' plans and specifications. Managing General Contractor shall maintain a control system to promote expeditious handling.

3.25.3 Material and Equipment Expediting - Closely monitor and track material and equipment deliveries to support the established schedule for each area of Work.

3.25.4 Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect/Engineers to the Owner's Representative with copy for transmittal to the Architect/Engineers. In addition, Managing General Contractor shall request the Architect/Engineers to make interpretations of the drawings or specifications (e.g., RFIs) for which response by the Architect/Engineer shall be provided such that it does not impede the progress of the Work. Managing General Contractor shall advise the Owner's Representative and the Architect/Engineers when timely response is not occurring on any of the above. The Owner will effect a four (4) working days response from the Architect/Engineer in written form when necessary.

3.26 Administrative Records – Managing General Contractor will maintain on a current basis, files and records such as, but not limited to, those listed below:

- Contracts or Purchase Orders
- Shop Drawing Submittal / Approval Logs
- Equipment Purchase / Delivery Logs
- Material Inventories
- Contract Drawings and Specifications with Addenda, Warranties & Guarantees
- As-Built Drawings/Specifications and Review Logs

3.27 Cost Accounting Records – Managing General Contractor will maintain on a current basis, cost accounting files and records. Such files and records will be maintained in Miami Dade County. Program records shall be available at all times on an as-needed basis to the Owner's Representative and Architect/Engineers for reference or review. Such records include, but are not necessarily limited to:

- Payroll timecards
- Material Costs
- Equipment Costs
- Manpower and Equipment Loads
- Cost Proposal Requests
- Force Account Records
- Payment Request Records
- Meeting Minutes
- Cost Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes

- Purchase Orders
- Material Purchase Delivery Logs
- Technical Standards
- As-Built Marked Prints
- Operating & Maintenance Instruction
- Daily Progress Reports
- Monthly Progress Reports
- Correspondence Files
- Transmittal Records
- Inspection Reports
- Bid / Award Information
- Bid Analysis and Negotiations
- Punch lists
- PMIRS Schedule and Updates
- Suspense (Tickler) Files of Outstanding Requirements
- SWAT Letter

subject to requirements of SSI (Sensitive Security Information) and MDAD DSOP (Departmental Standard Operating Procedure) on exempt and confidential records as it may be amended from time to time.

3.28 Occupancy – Managing General Contractor shall take reasonable steps to achieve a smooth occupancy of the Program.

3.28.1 Managing General Contractor shall provide consultation and Program management to facilitate occupancy and provide transitional services to get the Work, as completed by the Trade Contractors, "on-line" in such conditions as will satisfy operational requirements.

3.28.2 Managing General Contractor shall conduct the preliminary Punch List inspection for each portion of the Program and require the Trade Contractors to complete Punch List work with occupancy requirements in mind.

3.28.3 Managing General Contractor shall, if authorized to perform this additional work, implement the commissioning program that was developed in accordance with Section 3.10 of the Contract Provisions.

3.28.4 Managing General Contractor shall secure the contractually required guarantees and warranties required by the Trade Contractors and assemble and deliver them to the Owner in a manner that will facilitate their maximum enforcement and meaningful implementation.

3.29 Substantial Completion/Partial Substantial Completion

3.29.1 When the Managing General Contractor notifies the Architect/Engineers and the Owner's Representative that a Project or a portion of a Project is ready for Substantial Completion inspection, the Architect/Engineers, the Owner's

Representative, any other Owner representatives as designated by the Owner, representatives of regulatory agencies as appropriate, and Managing General Contractor shall inspect the Work jointly to ascertain if that Project or portion of that Project is substantially complete. A Punch List of deficiencies shall be compiled by the Managing General Contractor during the inspection. If that Project or portion of that Project is determined by the Architect/Engineers to be substantially complete (with input from the Owner's Representative and others) in accordance with the Contract Documents, and including equipment and systems testing, then Managing General Contractor shall prepare a Certificate of Acceptance of Substantial Completion (See Exhibit Q) for that Project or portion of that Project to be executed by Managing General Contractor, appropriate Architect/Engineer, Owner's Representative and the Owner. Managing General Contractor shall provide to the Architect/Engineer and Owner's Representative a copy of the Punch List, which they shall review and provide comments as to the completeness of the list within 5 calendar days of receipt of the Punch List. Concurrently, Managing General Contractor shall remedy the deficiencies noted on the Punch List, as amended by the comments of the Owner's Representative. Managing General Contractor shall have thirty (30) days from the date of issuance of each Certificate of Acceptance of Substantial Completion within which to complete the items of work on the Punch List. At the end of said thirty (30) day period, the Architect/Engineer and Owner's Representative shall conduct a final inspection and ascertain if the items of work on the Punch List have been remedied and the Work is complete.

3.29.2 Unless the Owner has taken Beneficial Occupancy as defined in GC-1.107 (general condition provisions), if testing or commissioning of equipment and systems has not been completed, or Managing General Contractor determines that the Punch List cannot be completed within thirty (30) days, a Certificate of Acceptance for Substantial Completion shall not be issued. Managing General Contractor shall direct the Trade Contractors to continue work, reducing the number of items on the Initial Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Managing General Contractor and the amount payable to the Managing General Contractor will be reduced accordingly. To the extent a Punch List is not closed out within 30 days after Substantial Completion, the Owner may withhold two times the cost of the items outstanding on the Punch List, and may at its sole discretion, following providing reasonable advanced written notice to the Managing General Contractor, have that work performed by others.

3.29.3 Notwithstanding the above and if requested by the Managing General Contractor, the Owner's Representative, the Owner and the Architect/Engineer shall participate in interim Punch Lists for portions of the Work as they are completed in advance of Substantial Completion.

SECTION 4

MANAGING GENERAL CONTRACTOR RESPONSIBILITES

4.1 The Managing General Contractor shall coordinate the work so as not to interfere with normal airport operations or as may be further detailed in the Program Manual. If the Managing General Contractor desires to prosecute the work at other than the days and times set forth herein, it shall notify the Architect/Engineer at least 48 hours in advance, so that the Owner's Representative may make arrangements for access to the job site and to be present. Any work performed without such advance notice having been given to the Architect/Engineer or without having the Architect/Engineer being present may be rejected by Owner, if in the sole judgment of the Architect/Engineer, such work is not susceptible to its observation, testing or certification after the fact to determine compliance with the Contract Documents.

4.2 The Managing General Contractor shall, at all times, employ and direct Trade Contractors to employ sufficient labor for managing and coordinating the work. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

4.3 When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Owner, the Owner's Representative or the Architect/Engineer. If the Managing General Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission from the Owner to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Managing General Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet contract requirements, Managing General Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment.

4.4 The Managing General Contractor shall be responsible for the complete performance for all of the work under the Contract, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus and property of every description used in connection therewith.

4.5 The Managing General Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Architect/Engineer and its Owner's Representatives and with other contractors in every way possible.

4.6 The Managing General Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. It shall take reasonably necessary precautions to prevent pollution of streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. For the sole purpose of signing manifests, Owner will be designated as the "generator" of hazardous material found or existing on the site, except to those materials brought to the site by the Managing General Contractor and as to those existing hazardous materials that Managing General Contractor or Trade Contractors have scattered or co-mingled with non-hazardous material.

4.7 Storage of Materials and Equipment

4.7.1 The on-airport staging areas that are available for temporary storage of materials, location of temporary structures, equipment and other property are shown on Exhibit H. Locations set forth for such storage of materials, temporary structures, equipment and other property shall be temporary, and the Managing General Contractor shall relocate the same as directed by the Owner's Representative to avoid interference with operations of the Owner or with the work of other contractors on the job site. Temporary structures shall be neat in appearance, shall not constitute a fire hazard and shall be properly maintained.

4.7.2 Any space that the Trade Contractors may require for plant, equipment, storage or other purposes, in addition to that set forth above, shall be procured by Trade Contractors and the cost thereof shall be included in the Trade Contractor bids for the work.

4.7.3 Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Managing General Contractor shall coordinate the storage of all materials with the Architect/Engineer. Materials shall be stored on Owner property or in approved bonded warehouse(s); materials stored within the airport limits shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft, vehicles, or airport operations. Unless otherwise shown on the Plans, the storage of materials and the location of the Managing General Contractor's plant and parked equipment or vehicles shall be as directed by the Architect/Engineer. Payment for stored materials will be in accordance with GC-10.2.12 (general conditions provisions.)

4.7.4 Unless otherwise specified or directed by the Architect/Engineer, all storage sites shall be restored to their original condition by the Trade Contractor's with no additional payment from the Owner.

4.8 Safety, Fire Prevention, and Environmental Considerations

4.8.1 The Managing General Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding Industrial Safety under Section 440.56 Florida Statutes, Safety Rules Workers Compensation Laws and with United States Williams Steiger Occupational Safety and Health Act of 1970 commonly referred to as "OSHA", as applicable, and other national consensus standards of safety pertaining to particular trades.

4.8.2 The Managing General Contractor shall not, nor shall it permit the Trade Contractors to endanger, by cutting, digging, loading or otherwise, the structural integrity or overall safety of any structure, installation, facility, work in progress or work completed.

4.8.3 Materials stored upon the Site or along the route of the work shall be so placed and the work shall be so conducted as to cause no obstruction to traffic other than as provided in these Contract Documents.

4.8.4 The Managing General Contractor shall direct the Trade Contractor to mark their equipment with three foot square orange and white flags whenever such equipment is operating on the Air Operations Area (AOA) or in proximity to flight zones. Equipment employed on the AOA shall be withdrawn from work areas at the close of the workday. Equipment shall not be parked in any location where it will constitute a hazard to aircraft or aircraft operations. Equipment shall be night marked and lighted as required by the Technical Specifications and FAA Advisory Circular 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport" latest edition.

4.8.5 Equipment will not be allowed on the airfield which is not properly equipped to contain all material, debris, etc. Constant inspections will be performed by the Managing General Contractor to insure a continuous, clean and safe aircraft operating area at all times.

4.8.6 The Managing General Contractor shall obtain from MDAD Airside Operations, for work at Miami International Airport, or from the airport manager for work at other MDAD General Aviation Airports, all equipment height limitations. Approval for use of cranes and other high equipment may be given, provided that the Managing General Contractor submits full data and scheduling to MDAD for approval by the FAA. Managing General Contractor is cautioned that the FAA processing of this request may take eight (8) weeks from the time of application.

4.8.7 Trade Contractors will be cautioned to allow for such conditions as having to drop crane boom(s) at times required by the FAA (nighttime and inclement weather), providing 2-way radio communications with the FAA control tower, and possible disruption of crane use to accommodate special airport operations requirements.

4.8.8 The Managing General Contractor shall require Trade Contractors to furnish and erect signs, barricades, lights, flags and other protective devices as may be required, to protect aircraft, pedestrian and vehicular traffic and the work. All such signs, barricades, lights, flags and other protective devices shall be in accordance with the requirements of the Contract Documents.

4.8.9 The Managing General Contractor shall require the Trade Contractors to furnish flaggers in sufficient numbers to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Such flaggers shall be furnished on a 24-hour basis when conditions and/or airport operations require.

4.8.10 The Managing General Contractor and Trade Contractors shall be governed by the provisions of the Miami-Dade County, Florida, Fire Prevention and Safety Code, and shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and torch cutting is taking place. Open flames (except approved torch cutting equipment), including the use of flambeaux, are strictly prohibited.

4.8.11 The Managing General Contractor shall direct the Trade Contractors not to use explosives on the Site, nor allow explosives of any type or nature to be brought upon the Site of the construction, without the prior express written approval of the Miami-Dade Aviation Department. Any such authorized use of explosives shall be governed by the provisions of Chapter 13, Code of Miami-Dade County, and other governing agencies in their use or storage. Subject to conditions outlined below, the Owner will permit the use of powder actuated fasteners and tools in connection with airport construction:

A. Permission to use powder actuated fasteners and tools will in no way relieve the Managing General Contractor or Trade Contractors from responsibilities under his Contract relating to liability for damages arising out of the use of such equipment.

B. Architect/Engineer or Owner's Representative approval must be given specifically, and in writing, for the use of such fasteners for each and every application for which the Trade Contractor desires to use this type of fastener. The Managing General Contractor shall submit to the Architect/ Engineer or Owner's Representative for approval all structural and operational data pertinent to each and every application, such data to include, but not be limited to the following:

(1) Make and model number of the powder actuated tool(s).

(2) Manufacturer's brochure completely describing the proposed fastening system.

(3) Sufficient drawings, cross-sections, and/or descriptive specification data to fully define the location(s) where powder actuated fasteners are intended for use. This information shall include the type and thickness of material into which the fasteners are to be driven, and the penetration of the proposed fasteners.

(4) The name, address and social security number of each operator of the powder actuated tool(s) who has been certified by the manufacturer as a qualified operator of the equipment. The Managing General Contractor's submittal shall include an affidavit stating that only the certified operator(s) named shall be permitted to use the powder-actuated tool(s).

C. Only powder actuated tools of a safe, low-velocity, piston type which comply with all the requirements of OSHA regulations shall be allowed.

D. An operator of powder-actuated tools shall have on his person at all times the manufacturer's card certifying that he is a qualified operator. The Architect/Engineer shall immediately suspend any work being conducted by operators not having such certification on his person.

E. The Architect/Engineer, the County or the Owner may suspend any work in progress using powder actuated fasteners and tools, if such powder actuated work is deemed to be unsafe, or is considered to be detrimental to the operation of the airport. Failure of the Architect/Engineer or the Owner to suspend any such work shall not impose any liability on the Architect/Engineer or the Owner.

F. Powder actuated fasteners are specifically prohibited from use in pre-stressed concrete structural members. The Architect/Engineer may approve same after reviewing submittal data and after being satisfied as to procedures to be used to locate pre-stressed tendons.

G. Powder actuated fasteners will be disallowed when, in the opinion of the Architect/Engineer, or the Owner, the noise from the powder-actuated tool would create disruption of airport operations.

H. This specification is intended to encourage the use of economical, efficient, structurally sound fastening systems, and to use them in a manner that is safe for the operators, other workmen, the public, and the structure.

4.8.12 Environmental Considerations:

A. Air Pollution: The Managing General Contractor shall require the Trade Contractors to use emissions control devices on its gasoline or diesel powered construction equipment and minimize idling and

unnecessary operation of its equipment to prevent and control air pollution in accordance with criteria issued by Federal, State and local agencies having relevant jurisdiction.

B. Dust Control: The Managing General Contractor shall require Trade Contractors to employ appropriate measures to control the generation and accumulation of dust at the site. Sprinkling with water or other suitable means shall be used to prevent the dispersal of substantial amounts of dust produced by demolition and other work generating dust. Collection and removal measures shall be employed to prevent accumulation of dust deposits.

C. Asbestos: When asbestos materials are encountered or are suspected to be present in the area of the work, the Managing General Contractor shall immediately shut down all work in the area and notify the Architect/Engineer of the asbestos discovery. The Managing General Contractor may be required to direct Trade Contractors to prepare and execute a program for asbestos disposal, abatement or encapsulation with the guidance and approval of the County's asbestos consultant. The program shall meet all applicable Federal, State and County regulations relating to asbestos removal, encapsulation, protection of workers and public and any other relevant procedures. Unless otherwise provided in the contract documents, all such work will be authorized by an appropriate Work Order or Change Order.

D. Flammable Materials: The Managing General Contractor shall require the Trade Contractors to store its petroleum products, paint and other flammable materials in designated locations and in compliance with fire safety regulations. Spillages shall be collected and legally disposed of promptly and in a manner consistent with fire safety regulations and environmental protection regulations issued by Federal, State and local agencies having relevant jurisdiction.

E. Noise Controls: The Managing General Contractor shall require the Trade Contractors to minimize noise caused by work operations. The Managing General Contractor shall direct that the Trade Contractor's machinery and equipment be fitted with efficient noise-suppression devices for protection of employees and public and he shall schedule working hours and operations to minimize public disturbance in vicinity of work. The Managing General Contractor shall direct the Trade Contractors to employ sound barriers as directed by the Architect/Engineer.

F. Fumes: The Managing General Contractor shall not permit the Trade Contractors to conduct operations that will result in the production of noxious, flammable, explosive or odoriferous fumes in locations or in quantities that constitute a hazard to health or safety or an objectionable environment for workers or public.

G. Hydrocarbons: The Managing General Contractor is hereby forewarned of a potential hazard peculiar to the working conditions on airport property consisting of the presence of hydrocarbon gas and its fumes in, on, or about the ground water table when exposed by open trench or pit excavation. Should the Managing General Contractor encounter the presence of hydrocarbon liquid or gas in an open excavation, it shall immediately cease all work in and about the excavation, notify the Architect/ Engineer of the presence of the hydrocarbon and await further instructions before proceeding with his operations in the affected area. The Managing General Contractor shall direct that the Trade Contractors shall not perform any open-flame operations (such as torch-cutting, or electric welding, etc.) in or about any such open excavation without first having received approval of the Airport Fire Division, which shall have the authority to require the Trade Contractor to provide, on a standby basis, such fire extinguishing apparatus and personnel as it deems appropriate. The Airport Fire Division shall have the authority to direct the Managing General Contractor to cease such operations and take whatever remedial actions are deemed appropriate and necessary, when, in its representative's opinion, continuing the work would jeopardize airport property, facilities, equipment or personnel.

H. Clean Air and Water Pollution Control Requirements for all Construction Contracts and Subcontracts exceeding $100,000.00:

The Managing General Contractor agrees:

(1) That any facility to be used by it in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) list of violating facilities;

(2) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

(3) That, as a condition for the award of this contract, the Managing General Contractor will notify the Owner of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities;

(4) To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

4.8.13 Florida Trench Act:

Any trench excavation performed on this Contract shall comply with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) and the Occupational Safety and Health Administrations' (OSHA) trench excavation safety standards, 29 C.F.R., s.1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES). The Trade Contractors shall consider all available geotechnical information in his design of the trench excavation safety system. Inspections required by OSHA trench excavation safety standards shall be provided by the Trade Contractors.

4.9 As-Built Information

4.9.1 A complete set of Contract Documents will be supplied to the Managing General Contractor for each Project allowing the Trade Contractors to record As-Built information. These Contract Documents shall be kept on the job site at all times and all changes marked in red as the work progresses ("As-Built Drawings/Specifications"). The Owner's Representative will coordinate the review of As-Built Drawings/Specifications at least weekly by the responsible architectural or engineering discipline(s). An As-Built Drawings/Specifications Review Log will be signed by each architectural or engineering discipline representative attesting to its review of the As-Built Drawings/Specifications. A copy of the log will be attached to the minutes of the Weekly Construction Meeting. The Owner's Representative shall report on the status of As-Built Drawings/Specifications at the Weekly Construction Meeting. Upon completion of the work and prior to approval of the Application for Final Payment, the complete set of As-Built Drawings/Specifications will be delivered to the Owner's Representative.

4.9.2 The Managing General Contractor shall require the Trade Contractors to submit, as a part of their monthly pay request, the certification that As-Built drawings/Specifications have been brought up to date as specified in this Article, that supplemental data, surveys, etc. have been recorded and that records are transmitted to the Architect/Engineer or available for review. The maintenance and updating of As-Built records shall constitute an essential step in the completion of the various items of work under the contract which shall be reflected in the payment to be made for such items of work.

4.10 Signs

4.10.1 No Managing General Contractor sign or other advertising matter shall be permitted on the airport.

4.10.2 The Managing General Contractor will require the Trade Contractors to provide construction signs as called for in the Contract Documents.

4.11 Employee Food Service

4.11.1 The Managing General Contractor shall not bring on to the airport any food or beverage catering trucks, vending machines, or other serving facilities.

4.12 Payment Of Wage Rates And Benefits

4.12.1 The Managing General Contractor shall pay or cause to be paid, to all Managing General Contractor employees under them, the wages and benefits required to be paid under the Davis Bacon Act in Special Provisions 2 (Exhibit J).

4.13 Assignment Of Contract - Subcontracting Portions Of The Work

4.13.1 The Managing General Contractor shall not assign this Contract, nor any part thereof.

4.13.2 The Managing General Contractor will be permitted to subcontract portions of its Managing General Contractor services to competent Subcontractors. Such Subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami- Dade County.

4.13.3 Nothing contained herein shall create any contractual relationship between the Owner and any level of Subcontractor.

4.13.4 All work performed for the Managing General Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Managing General Contractor and the Subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the Owner, the Architect/Engineer and the Owner's Representative under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

B. Require that such Work be performed in accordance with the requirements of the Contract Documents;

C. Require submission to the Managing General Contractor of applications for payment under each subcontract to which the Managing General Contractor is a part, in reasonable time to enable the Managing General Contractor to apply for payment;

D. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Managing General Contractor (via any Subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Managing General Contractor may comply in the manner provided in the Contract Documents for like claims by the Managing General Contractor upon the Owner; and

E. Require specific consent to the provisions of the Contract Document.

4.14 Methods of Sampling and Testing

4.14.1 Sampling and testing of all materials shall be as set forth in the Contract Documents for each Project. Except for any testing that may be the direct responsibility of the Managing General Contractor, the testing of samples and materials will be made at the expense of the Owner by the Testing Laboratory, provided that samples will be furnished to Owner without charge. The Managing General Contractor shall give sufficient notification to Owner's Representative to permit testing.

4.14.2 Other requirements of GC-6.1 (general conditions provisions) with regard to sampling and testing shall apply to all work under this Contract.

4.15 Interference with Existing Utilities, Controls, FAA Navaids, And NOAA (Weather Bureau) Facilities

4.15.1 Managing General Contractor shall require the Trade Contractors to carefully control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other underground utilities and structures.

4.15.2 The Managing General Contractor shall inform the Trade Contractors that there are installed on the Airport, and within the site, FAA NAVAIDS, including without limitations, FAA NAVAIDS such as ASR, IHF, and VHF receivers and transmitters, U.S. Weather Bureau Facilities, and electronic cables and controls relating to such NAVAIDS and facilities. Such NAVAIDS, Weather Bureau, and other facilities and electric cables are vital to the operation of the Airport. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions, and for any other reason determined by the Owner's Representative. Any instructions to the Managing General Contractor to clear any given area, at any time, given by the Owner's Representative or by any authority designated by the Owner's Representative such as the Federal Aviation Administration by any means including radio, shall be immediately executed. Construction work will resume in the cleared area only when such instructions are issued by the Owner's Representative.

4.15.3 Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, or other facilities will be protected by Trade Contractors from any possible damage from the elements or due to any crossing of these facilities by equipment.

4.15.4 NAVAIDS shall be removed from service by Trade Contractors when construction activities occur within any NAVAIDS critical area, when the runways are closed or when the runway threshold is displaced. If a NAVAID must be removed from service for more than eight hours or for any period of time for three consecutive days, a minimum of 50-day advance notice is required for coordinating the extended facility shutdown with the FAA. Facility shutdown coordination shall be initiated by the Managing General Contractor with the Owner's Representative; the Owner and the Owner's Representative will coordinate the facility shutdown with the FAA AFSFO Manager responsible for this facility.

4.16 Existing Utilities and Structures

4.16.1 The Managing General Contractor shall not and shall direct that the Trade Contractors not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the Owner's Representative. If a suitable bypass of such utility cannot be provided, then the Owner's Representative may direct the Managing General Contractor to proceed with the work on a 24-hour per day basis until such interrupted utility services are completely restored. Requests for disconnection shall be submitted on a fully completed copy of the MDAD "Shut Down Form" delivered to the Owner, through the Owner's Representative for processing and approval at least five (5) working days prior to the time of the requested interruption, and shall state:

- **A.** The identity of the utility involved.
- **B.** Justification of the requested disconnect.
- **C.** The location of the requested disconnect.
- **D.** The exact date and time at which the disconnect is requested.
- **E.** The duration of the proposed disconnect.

4.16.2 The Managing General Contractor shall direct that the Trade Contractors take all necessary precautions when using steel treaded equipment or vehicles to protect the pavement surface from damage. Rubber tires or treads shall be used whenever possible. Any damage to pavement caused by Trade Contractor's equipment or vehicles shall be repaired by the Trade Contractor in a manner acceptable to the Owner's Representative, at no additional cost to the Owner.

4.16.3 During the construction of new structures, and other foundation work, conflicts may occur with existing underground utilities or structures. The Managing General Contractor shall direct the Trade Contractors to call these conflicts to the attention of the Managing General Contractor and the Owner's

Representative, in writing, immediately. The Owner's Representative will issue instructions regarding a solution to the conflict. The Managing General Contractor shall be responsible for all methods, means, materials, and processes necessary to protect all existing facilities, property, structures, equipment or finishes damaged in any manner through its negligence during execution of the work.

4.17 Airfield Operations Area (AOA) Security

4.17.1 Managing General Contractor acknowledges and accepts full responsibility for its compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Homeland Security, FAA and MDAD as set forth from time to time relating to the Managing General Contractor's services at the Miami International Airport (MIA).

4.17.2 In order to maintain high levels of security at MIA, Managing General Contractor must obtain MDAD authorized identification badges for all Managing General Contractor employees working in the Security Identification Display Area (SIDA) or any other secured area of the Airport. MDAD issues two types of identification badges: photo identification and non-photo identification badges. All management level staff, superintendents, and foremen will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based criminal background investigation. All mechanics, apprentices, laborers, etc., will be issued non-photo identification badges. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without direct supervision of a photo identification badge employee, nor may a photo identification badge employee supervise more than ten employees bearing a non-photo identification badge.

4.17.3 The Managing General Contractor shall be responsible for requesting MDAD to issue identification badges to all Managing General Contractor and Trade Contractor employees who Managing General Contractor requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Managing General Contractor or upon final acceptance of the work or termination of this Contract. Managing General Contractor will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

4.17.4 All employees of the Managing General Contractor and Subcontractors who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Non-photo identification badges shall be identified numerically and issued individually. Employers shall maintain a permanent record showing to

whom each badge is issued. Responsibility for supply, issuance, and control of non-photo identification badges shall be that of the Contractor. The Security and Safety Division of MDAD shall provide the identification badges to the Contractor. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

4.17.5 Managing General Contractor Ramp Permits will be issued to the Managing General Contractor authorizing its vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Annex. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in these Contract Documents. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

4.17.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the AOA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Managing General Contractor shall notify MDAD Airside Operations Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the AOA. All vehicles shall be marked with company name to ensure positive identification at all times while in the AOA.

4.17.7 Only Managing General Contractor management level staff, supervisors and foremen with pictured I.D. shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Managing General Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

4.17.8 The Managing General Contractor agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Managing General Contractor or Subcontractor from entering the AOA, based upon facts

which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with TSA, Homeland Security, FAA and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Managing General Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA, and MDAD access control policies and procedures.

4.17.9 The Managing General Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

4.17.10 The Managing General Contractor understands and agrees that all of its personnel entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Managing General Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Managing General Contractor.

4.17.11 Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the AOA via doors or gates, the Managing General Contractor shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Managing General Contractor shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the AOA, and/or termination of this Contract.

4.17.12 Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirement of TSA, Homeland Security, FAA and MDAD. In the event such addition, amendment or deletion increases or decreases the

Managing General Contractor's costs, an adjustment shall be made in accordance with "CHANGES", Section 9 this Contract

4.17.13 The Managing General Contractor shall ensure that all its employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

4.17.14 Managing General Contractor agrees that it will include in all Trade Contract and subcontracts, service providers, and suppliers an obligation by such parties to comply with all security requirements provided by the Owner and applicable to their operations at the Airport. Managing General Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, Homeland Security, FAA or the MDAD upon Managing General Contractor's subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Managing General Contractor shall be responsible to the Owner for all such violations that are a result of the Managing General Contractor's gross negligence and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

4.17.15 In addition to the foregoing, the Managing General Contractor shall be required to comply with the U.S. Federal Immigration Service (FIS) (Customs) requirements for obtaining badges for those Vendor employees that will be involved with the installation and maintenance of the AOIS system within the FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Vendor personnel.

4.17.16 The employee(s) of the Managing General Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Managing General Contractor shall provide competent and physically employee(s) capable of performing the work as required. The County may require the Managing General Contractor to remove any employee it deems unacceptable. All employees of the Managing General Contractor shall wear proper identification.

4.18 Maintenance of Airport Operations

4.18.1 The Managing General Contractor shall control its operations and the operations of its Subcontractors and suppliers so as not to compromise the airport's security, interfere with airport operations or with aircraft, vehicular or pedestrian traffic, except as may be provided for in the Contract Documents.

4.18.2 The Contract is explicitly intended to provide for the maximum degree of safety to aircraft, the general public, airport personnel, equipment and associated facilities, and to the Managing General Contractor 's personnel and equipment and suppliers, etc., but shall also provide for the minimum

interference to the free and unobstructed movement of vehicles and/or personnel engaged in the day to day operation of the Airport and the general public. To this end the Managing General Contractor, its Subcontractors and suppliers shall observe all Airport rules and regulations, all other operational limitations which may be imposed from time to time by the MDAD, and shall provide whatever markings, lighting and/or various types of barricades, or other measures which are required to properly identify Managing General Contractor personnel, equipment, vehicles, storage areas and any Managing General Contractor's work areas or conditions which may be hazardous to the uninterrupted operation of aircraft, airport equipment, including but not limited to maintenance vehicles and fire rescue vehicles, other vehicles, or personnel or vehicles from any source operating on the Airport. In order to provide the maximum degree of safety on airports during construction, the Managing General Contractor shall comply with the provisions of FAA Advisory Circular AC 150/5370-2.

4.18.3 The Managing General Contractor shall protect, and shall not interfere with, the operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and within the AOA.

4.18.4 When the work requires the Managing General Contractor to work within the AOA, the Managing General Contractor shall coordinate its work with MDAD (through the Owner's Representative) at least 48 hours prior to the commencement of such work. The Managing General Contractor shall not close an AOA until so authorized by the Owner's Representative and until all necessary temporary markings and associated lighting are in place, as specified hereinafter.

4.18.5 When the Work requires the Managing General Contractor to work within the AOA on an intermittent basis (intermittent opening and closing of the AOA), the Managing General Contractor shall maintain constant communications with the Owner's Representative and MDAD; obey all instructions to vacate the AOA; obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Managing General Contractor's operations within the AOA until the satisfactory conditions are provided.

4.18.6 The Managing General Contractor shall identify each motorized vehicle or piece of construction in reasonable conformance to AC 150/5370-2, current edition.

4.18.7 Open-flame type lights are not permitted.

4.19 Temporary Utilities, Drainage, Etc.

4.19.1 Any temporary utilities, drainage, etc., which may be required to maintain operations of the Owner's or County's facilities, other affected facilities, or the Work in progress during the construction period, shall be furnished,

installed and maintained by the Trade Contractors . No such utilities, drainage, etc., shall be installed or operated without the prior approval of the Owner's Representative. At the completion of the Work, all temporary utilities, drainage, etc., shall be removed by the Trade Contractors.

4.19.2 The Trade Contractors shall furnish temporary heat or air-conditioning wherever required to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may cause smoke damage to finished work will not be permitted. Minimum and maximum temperature requirements specified for various materials shall be strictly observed.

4.19.3 Unless otherwise specified in the Contract Documents, the Managing General Contractor shall require the Trade Contractors to provide all utility services (e.g. telephone, power, lighting, water, sewer), necessary for the performance of its work, in accordance with the requirements of Division 1 of the Program Manual.

4.20 Permits, Laws, Taxes, Royalties and Regulations

4.20.1 The Managing General Contractor shall apply for and procure all permits, certificates, inspections and licenses. The Owner shall directly, pay all charges, taxes, royalties and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work including the actual costs of permit fees including the Planning, Development, and Regulation Permit Fees, DERM, WASA, EPA, DEP, SFWMD and USACE Permit Fees, License Fees, Impact Fees, and Inspection Fees paid to any governmental entity in connection with the construction of the Program.

4.20.2 The Managing General Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules and regulations of the Federal, State and County governments, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Managing General Contractor's work.

4.20.3 Dewatering of excavation shall be performed in accordance with the applicable provisions of DERM, Florida DEP, and SFWMD Dewatering Permits and the requirements of Division 1 of the Program Manual.

4.20.4 All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharges from construction sites. The Architect/Engineers shall incorporate these requirements into the Plans.

4.20.5 If the Managing General Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, other than the design, device, material or process set forth in the Contract

Document, he shall provide for such use by suitable legal agreement with the patentee or owner. The Managing General Contractor shall indemnify and save harmless the Owner, the County, the Owner's Representative, and the Consulting Engineers from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

4.20.6 Unless otherwise specified in this subsection, the Managing General Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should the Managing General Contractor encounter, during its operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Owner's Representative. The Owner's Representative will immediately investigate the Managing General Contractor's finding and will direct the Managing General Contractor to either resume its operations or to suspend operations as directed. Should the Owner's Representative order suspension of the Managing General Contractor's operations in order to protect an archaeological or historical finding, or order the Managing General Contractor to perform Extra Work, such Extra Work shall be covered by an appropriate Work Order or Change Order. Any delay resulting from the Owner's Representative's order shall be considered a Compensable Excusable Delay.

4.20.7 Upon completion of all of the work contemplated under the Contract Documents, the Managing General Contractor shall obtain and deliver to the Owner's Representative such Certificate(s) of Occupancy or Certificates of Completion as required by the Florida Building Code.

4.20.8 The Managing General Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Sections 2-8.4.1 and 10-38. A breach of the clauses contained in the contract adversely affecting the performance of the Managing General Contractor on this Program may be grounds for the initiation of debarment proceedings.

4.20.9 The Managing General Contractor shall protect the manatees whenever its work is being performed within waterways. Manatees are on the endangered list and are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973 and the Florida Manatee Sanctuary Act of 1978 and that any harming, harassing or killing manatees will subject the Managing General Contractor and his personnel to civil and criminal penalties established under the above listed acts. The following are some of the provisions to be undertaken by the Managing General Contractor during the work in waterways:

A. Turbidity curtains shall be made of material in which manatees cannot become entangled. Said curtains shall be properly secured, and shall be regularly monitored to avoid manatee entrapment. Curtains shall not block manatee entry to or exit from essential habitat.

B. All vessels associated with the Program shall operate at "no wake/idle" speeds at all times while in water adjacent to the property where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

C. All in-water construction activities shall cease upon the sighting of a manatee(s) within one hundred (100) yards of the Program area. Construction activities will not resume until the manatee(s) has departed the Program area.

D. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-800-DIAL FMP) and to the U.S. Fish and Wildlife Service, Vero Beach Office (561-562-3909), and to DERM (305-375-3324).

E. Managing General Contractor shall maintain a log detailing sightings, collisions, or injuries to manatees should they occur during the Contract period.

F. Following Program completion, a report summarizing the above incidents and sightings shall be submitted to the Florida Department of Natural Resources (FDNR), Marine Research Institute Office of Protected Species Research, 100 Eighth Avenue, Southeast, St. Petersburg, Florida 33701-5095, to the U.S. Fish and Wildlife Service, 3100 University Blvd., Jacksonville, Florida 32216, and to DERM within sixty (60) days of Program completion.

G. Prior to commencement of construction within a waterway, each vessel involved in the construction shall display in a prominent location, visible to the operator an 8 1/2" x 11" temporary placard reading, "MANATEE HABITAT/IDLE SPEED IN CONSTRUCTION AREA". In the absence of a vessel the placard will be located prominently adjacent to the issued construction permit. A second temporary 8 1/2" x 11" placard reading, "WARNING MANATEE AREA", shall be posted in a location prominently visible to water related construction crews. Temporary notices shall be removed upon completion of construction work.

4.20.10 The Owner may, at its option, issue the Managing General Contractor Authorization to Pull a Planning, Development, and Regulation Permit prior to the Notice to Proceed. Authorization to Pull a Planning, Development, and Regulation Permit is not a Notice to Proceed.

4.21 Audit Rights and Review of Records

4.21.1 The Managing General Contractor shall, during the term of this Contract and for a period of five years thereafter, allow the Owner and its duly authorized representatives to inspect all payroll timecards, invoices for materials, books of account, work related correspondence and files and all relevant Program records pertinent to the Contract. The Owner's right to inspect records as provided in this Section is limited to those records that reasonably be expected the include information necessary to verify the payments under this agreement are correct.

4.21.2 The Owner retains the right to audit accounts and access all such files, correspondence and documents in reference to all work performed under this contract to the extent the audit is reasonably intended to verify the amounts paid to Contractor under the Contract Documents conform to the requirements of the Contract. The Owner shall be provided full access upon request to all documents, including those in possession of Trade Contractors, Subcontractors or suppliers during the work and for a period of five years after the completion of the Work. In case of any litigation regarding this Work, such rights shall extend until final settlement of such litigation. Failure to allow the Owner access shall be deemed a waiver of Managing General Contractor's claims.

4.21.3 The Managing General Contractor shall maintain a banking account within Miami-Dade County for all payments to trade contractors, laborers, subcontractors and vendors furnishing labor and materials under this Contract and otherwise in compliance with the payment and performance provisions of this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

4.21.4 Pursuant to Miami-Dade County Code Section 2-1076(6) and County Administrative Order No. 3-20, an audit account has been established as part of this Contract to pay for the services and administrative requirements of the County's Inspector General and for Independent Private Sector Inspector General (IPSIG) services, respectively. The Managing General Contractor shall have no entitlement to any of these funds contained in the Inspector General or the IPSIG audit accounts. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the Owner.

4.21.4.1 Inspector General: Pursuant to Miami-Dade County Code Section 2-1076(6), Miami-Dade County has established the Office of Inspector General which may perform audits on any County contract throughout the duration of each contract, and may perform reviews and investigations, and require the production of records, and other functions as provided in the ordinance. The cost of the administration of these services by the Office of Inspector General shall be ¼ of 1% of the Original Contract amount, which cost the Contractor/Vendor/Consultant agrees is included in the total contract amount for the sole convenience of the County. This administrative cost will be retained by the County for this purpose from the total contract amount.

This administrative cost shall also be included in all change orders to this Contract and all Contract renewals and extensions. Accordingly, this administrative cost will be retained by the County for this purpose from all Change Orders, Contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized and empowered to review past, present and proposed programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing work, payments and programs. Monitoring of existing work, payments, or program may include a report concerning whether the work is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to activities of the Contractor/Vendor/Consultant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all Program documents and Program records in the Managing General Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all Program-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel timecards and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Managing General Contractor, its officers, agents, employees, subcontractors and suppliers. The Managing General Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Managing General Contractor in connection with the performance of this Contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Managing General Contractor or third parties.

4.21.4.2 IPSIG: The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the

Contractor and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals, activities of Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon thirty (30) days' written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying.

The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge.

4.22 Non-Discrimination - Equal Employment Opportunity – The Managing General Contractor, through its partners, shall comply with the Non-Discrimination – Equal Employment Opportunity provisions contained in Exhibit I for their employees.

4.23 Non-Discrimination - Employment

4.23.1 The Managing General Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, ancestry or disability.

4.23.2 The Managing General Contractor shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to, provisions pertaining to employment.

4.23.3 The Managing General Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Managing General Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, national origin, ancestry or disability.

4.23.4 The Managing General Contractor shall include the provision of the above articles in every Trade Contract, Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each Trade Contractor, Subcontractor or Vendor.

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SECTION 5

MANAGING GENERAL CONTRACTOR'S REPORTS

5.1 Program Management Information Reporting System

Commencing (within 90 days) after Notice to Proceed, Managing General Contractor shall implement and shall utilize throughout the life of this Contract, the Program Management Information Reporting System (PMIRS), which shall cover the FARC Work and the Original Contract Work.

The PMIRS shall be comprised of the following major elements:

a. Narrative Reports
b. MGC Construction Schedule
c. Cost Control and Estimating
d. Annex Accounting
e. Accounting and Payment
f. Action Reports
g. Critical Issues Look Ahead

The reports, documents and data to be provided under the PMIRS shall represent an assessment of the current status of the FARC Work and the Original Contract Work and of the work remaining to be accomplished. Furthermore, PMIRS shall provide a basis for identifying variances and problems and shall serve as a resource for making management decisions. An executive summary report will be furnished to the Owner and the Architect/Engineers, on a monthly basis.

The Managing General Contractor shall conduct an instructional workshop for Program Team participants within 10 days after implementation of PMIRS as designated by the Managing General Contractor. This workshop shall facilitate each participant's use and understanding of the PMIRS.

5.1.1 Narrative Reports

Managing General Contractor shall prepare the following written narrative reports. All reports shall be in 8-1/2" x 11" format. Managing General Contractor shall ensure that each member of the Program Team is provided a copy.

(a) A Monthly Summary which provides an overview of the Program's progress, current issues and pending decisions, future developments, expected achievements and any problems or delays, including code violations found by a Permitting Authority.

(b) A Monthly Cost Narrative describing the status of the Program with respect to Change Order/Work Order status (i.e., amount, reason for change, responsibility), claim status or potential claims shall be addressed in detail.

(c) A Monthly Scheduling Narrative summarizing the status of the Work and the MGC Construction Schedule. This report shall include an analysis of the MGC Construction Schedule, a description of the critical path, cost loading and other analyses as necessary to compare planned performance with actual performance.

(d) A Monthly Accounting Narrative describing the current payment status.

(e) A Monthly Construction Progress Report summarizing the work of the various Trade Contractors. This report shall include information from the weekly job-site meetings such as General Work Conditions, long lead supplies, current deliveries, safety programs, permits, construction problems and recommendations, and plans for the succeeding month.

(f) A Monthly DBE Utilization Report (in Owner provided format) including Trade Contractors reports.

(g) Major Equipment and Long Lead Material Procurement Report. Managing General Contractor shall provide a monthly update of the procurement and delivery status of items identified in the schedule as long lead materials and major equipment. The Owner shall provide the same information on the Owner purchased equipment.

The reports outlined above shall be bound with applicable computer reports, shall be submitted monthly, and shall be current through the end of the preceding month. Copies shall be transmitted as follows: four (4) to the Owner and one (1) each to the Architect/Engineer of each separate Project comprising the overall Program. Reports required by the DBE Program shall be submitted as detailed in the DBE Program descriptions.

5.1.2 MGC Construction Schedule

The Owner has approved the schedule titled POJV NTD_FO4 including the schedule related documents in Exhibit L. The POJV NTD_FO4 schedule incorporates all Annex schedules and Project schedules authorized by the Owner as of April 1, 2007. Within ninety (90) days from the issuance of the NTP, Managing General Contractor shall provide a cost loaded schedule conforming with POJV NTD_FO4 as the baseline MGC Construction Schedule. Owner shall review and either approve MGC Construction Schedule or indicate any objection within twenty-one (21) calendar days of receipt of MGC Construction Schedule; otherwise the schedule will be deemed accepted as submitted. Following the acceptance by Owner, MGC shall submit a revised Schedule of Values.

- The Owner shall approve the MGC Construction Schedule and any subsequent changes to it.
- The MGC Construction Schedule shall include construction and procurement activities.
- The Managing General Contractor will sequence the construction and

coordinate its work in accordance with the Phasing Plans provided by the Owner, provided that the areas to perform such work are available and the work to accomplish the Phasing Plans is shown on the Plans.

- The MGC Construction Schedule shall include work durations, sequencing, and time frames for work and non-work (Owner provides planned durations, relationships and constraints for the non-work items) elements as identified in the POJV NTD_FO4 Schedule, which shall not be modified without Owner approval.
- The MGC Construction Schedule shall show the date of Substantial Completion for the Work as well as for each Project and Annex including areas for which the Owner can take occupancy prior to Substantial Completion of the Work.
- The MGC Construction Schedule will be updated by the Managing General Contractor on a monthly basis. The data date for the monthly update shall be the last Friday of the month. The updated MGC Construction Schedule shall be submitted to the Owner for review and approval within ten days of the data date.
- Owner shall review and either approve MGC Construction Schedule or indicate any objection within ten days of receipt of MGC Construction Schedule; otherwise the schedule will be deemed accepted as submitted.
- There shall be a weekly schedule meeting between the Owner and the MGC attended by the NTD Program Director(s) of both parties and any necessary representatives. The meeting will address scheduling issues such as the following: project and program critical path, deviation from the updated schedule, potential impacts to the schedule, phasing plan status and forecast, manpower actual levels and projections, pending changes to work (i.e., RFI, Bulletins, and unforeseen conditions), permit(s) status, changes and proposed changes to schedule parameters (e.g., durations, ties, and logic), fragnets of impacted areas and mitigation options, directions to be given to stakeholders (e.g., POJV, designers, MDAD team), and specific mitigation measures needed.
- The Managing General Contractor shall respond to any deficiencies identified by the Owner and will address any concerns raised by the Owner with respect to any schedule in a corrected schedule to be submitted to the Owner for approval in accordance with the provisions set forth above. The process will be repeated as often as necessary until the Owner and the MGC agree on a schedule.
- The latest Owner approved MGC Construction Schedule shall be the basis to determine progress payments in accordance with the provisions of Section 11 below and the impact of changes to Milestones, Annex Milestones for Annexes 3, 4, 5 and 6A and related Work Orders and/or Contract Time.

The MGC will create and maintain a Manpower Management Process, which will be implemented as a tool to assist the management and execution of the

Work so that it is substantially completed within the Contract Time. The Manpower Management Process will consist of the following:

- Within Ninety Days (90) of the issuance of the NTP, the Managing General Contractor shall provide to the Owner MGC's manpower projections.

- The manpower projections shall estimate, by month, the number of persons projected to be working on the site for the primary Trade Contractors on a Project by Project basis.

- MGC will track the actual Manpower for each first-tier Trade Contractor on a Project by Project basis and compare it with the manpower projections. Comparison charts will be submitted to Owner monthly with the schedule update and will be updated with revised projections by MGC, as appropriate.

- If a Trade Contractor falls below the manpower projections, then MGC will review the situation, including, if appropriate, meeting with the Trade Contractor. This procedure is intended to be a proactive process that will allow any manpower issues to be identified early and resolved in a timely manner.

- The Owner, MGC, and the Trade Contractors will have copies of the Monthly Manpower Projections and Comparison Reports.

Schedule Format – The construction of this Program will be planned and recorded with a Computerized Program Planner Format (Primavera) in accordance with the conventional Critical Path Method (CPM) Format as specified in Division 1 of the Program Manual. The MGC Construction Schedule shall be used for coordination, monitoring, and payment of Managing General Contractor and Trade Contractor work. The Managing General Contractor shall be responsible for the preparation, revisions and updating of the construction schedules with the Owner's and Architect/Engineers' input and participation.

Annex Schedules (Annexes 3, 4, 5 and 6A) – Within 90 days of the issuance of the NTP, the Managing General Contractor shall incorporate Annex schedules 3, 4, 5 and 6A into the MGC Construction Schedule

5.1.3 Cost Control and Estimating - Owner shall provide detailed cost, estimating and other budget information for the Work and the Program. Managing General Contractor shall provide sufficient data and detail to assist the Program Team to control and adjust the Program requirements, needs, materials, equipment, and systems by building and site elements with the objective that construction will be completed at a cost which, together with all other Program costs, does not exceed the maximum total Program Budget.

5.1.4 Accounting - Managing General Contractor shall develop an accounting system that will enable the Program Team to plan effectively and to monitor and control the funds available for the Program, cash flow, costs, Change Orders/Work Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This system will be produced and updated monthly, and will include the following reports:

5.1.4.1 Costs Status Report showing the budget, estimate, and approved Change Orders/Work Orders which, when added to any lump sum amounts plus Annex Amounts will show the total dollar commitment. Pending Change Orders/Work Orders shall be specifically identified and incorporated into the Cost Status Report to illustrate the estimated costs to complete the work.

5.1.4.2 Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retainage, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

5.1.4.3 Detailed Status Report showing the activity history of each item in the Program accounting structure. It shall include the budget, estimate, and the Change Order/Work Order history including Change Order/Work Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts and detailed reason for the Change Order/Work Order and parties responsible. It shall also show all pending or rejected Change Orders/Work Orders. The payment history shall include the date, value-in-place, retainage, and accounts payable.

5.1.4.4 A Job Ledger shall be maintained as necessary to supplement the operation of the Program accounting system.

5.2 Managing General Contractor's Staff

Managing General Contractor shall maintain competent staff in all positions. MGC plans on providing staff levels similar to Exhibit 17 of the Original Contract. The Owner reserves the right to reasonably disapprove any person proposed, and the Managing General Contractor shall offer substitutes thereof. It is expressly understood that failure of the Owner to disapprove a person does not confer the Owner's approval of such person. At any time, the Owner has the reasonable right to request removal and replacement of any Managing General Contractor personnel. Once in place, the Managing General Contractor shall not change any person filling a key position listed in the organizational charts without the prior consent of the Owner unless it is requested by the Owner or unless the person is leaving the employ of the Contractor.

5.3 Disadvantaged Business Enterprise - The Managing General Contractor shall comply with Special Provisions 1 attached hereto as Exhibit J, including the DBE goals.

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SECTION 6

TIME TO COMPLETE

6.1 **Contract Time.** Managing General Contractor's services to be provided under this Contract shall begin within 10 days of the Notice to Proceed. The work shall be prosecuted and completed in accordance with the updated MGC Construction Schedules.

6.2 If Managing General Contractor, Trade Contractors, or material suppliers incur Excusable Delays, as defined in GC 7.5.02, 7.5.04 – 7.5.07 (General Conditions Provisions), during the progress of the FARC Work or Original Contract Work, the Annex Milestones (Annexes 3, 4, 5 and 6A or Work Orders related thereto), Milestones and/or Contract Time shall be extended as appropriate. Excusable Delays shall either be Compensable or Non-Compensable to the Trade Contractors as those terms are defined in the above listed General Conditions Provisions and Owner shall pay the amounts set forth in Exhibit D or such Annexes or Work Orders for Trade Contractor Liquidated Indirect Costs. MGC, unlike Trade Contractors, shall be paid Liquidated Indirect Costs for all Excusable Delays to the Annex Milestones (Annexes 3, 4, 5 and 6A or Work Orders related thereto), Milestones and/or Contract Time, regardless of whether they are Compensable or Non-Compensable as those terms are defined in the above listed General Conditions Provisions. Managing General Contractor's Liquidated Indirect Cost amounts are set forth in Exhibit D or such Annexes or Work Orders. Stacking (pyramiding) of Liquidated Indirect Costs is allowed.

In cases where a revised or updated schedule indicates an adverse impact on the Program's Substantial Completion date, Managing General Contractor shall analyze reasonable means to maintain the Contract Time. Managing General Contractor shall provide the Owner with available alternatives for maintaining the MGC Construction Schedule, the associated costs and recommended course of action. If there are no feasible alternatives or if the Owner does not accept any of the alternatives, the Owner shall extend the Contract Time by Work Order or Change Order.

Compensation paid by Managing General Contractor for Excusable Compensable Delay to a Trade Contractor shall be considered part of the Direct Cost of the Work as between Managing General Contractor and Owner.

If an Annex Milestone (Annexes 3, 4, 5 and 6A or Work Orders related thereto) or a Milestone or Contract Time is extended solely due to a Non-excusable Delay, Managing General Contractor shall not be entitled to an extension of the time or Liquidated Indirect Costs associated with the Non-excusable Delay. A Non-Excusable Delay is any Delay which extends a Milestone, Annex Milestone or the Contract Time and which is caused by the act, fault or omission of the Managing General Contractor, Trade Contractor, Subcontractor, or a subcontractor, material man, supplier or vendor to any of these entities. Delays

in obtaining permits caused by any of these entities' actions or lack of actions are Non-Excusable Delays.

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SECTION 7

PAYMENT TYPES

7.1 Direct Cost

7.1.1 Managing General Contractor shall have the right to determine bid packaging and aggregation of Trade Contractors to prosecute the Work as well as the amount of work to self-perform.

7.1.2 The Direct Costs of the Work shall be divided into detailed line items in close accordance with CSI format, each item of which represents an estimate of a separate and distinct item of cost or related group of costs.

7.1.3 The Direct Cost of the Work stated in the Contract includes site general requirements but excludes the items covered by the Phasing Allowance. The Direct Cost is subject to adjustment if the Notice to Proceed is not issued prior to June 30, 2007.

7.1.4 The Direct Cost of the Work shall be paid for Work completed in accordance with the approved Schedule of Values in the manner more particularly set forth in Section 11.7 below.

7.2 Managing General Contractor's General Conditions

7.2.1 The amount stated in the Contract for the management and supervision for procurement and construction services for the FARC Work.

7.2.2 This amount does not include the General Conditions for work authorized by Annex or Work Order under the Original Contract.

7.2.3 The Managing General Contractor's General Conditions are payable in the manner set forth in Section 11.3 below.

7.3 General Work Conditions

7.3.1 Funds to pay Managing General Contractor for materials, equipment, supplies, and support services, including Managing General Contractor's legal fees, listed in Exhibit C that are required to support the performance of the Work.

7.3.2 The General Work Conditions are payable in the manner set forth in Section 11.5 below.

7.4 General and Administrative and Profit

7.4.1 Managing General Contractor shall receive a General and Administrative and Profit payment in the amount identified in the Contract. The amount will cover all profit, expenses and overhead for off-site support services to the

Program. The General and Administrative and Profit are payable in the manner set forth in Section 11.2 below.

7.4.2 This amount does not include the General and Administrative and Profit for work authorized by Annex or Work Order under the Original Contract.

7.5 The amounts of the Payment Types as set forth in Sections 7.1, 7.2, 7.3 and 7.4 are subject to modification, as set forth in the Contract Documents and Contract Provisions Section, "Changes".

7.6 Owner's Allowance Account

The Owner's Allowance Account, in the amount set forth in the Contract, shall be governed by Section 9 (Changes) and the following provisions:

7.6.1 At such time as work is to be performed under the Owner's Allowance Account(s), if any, the work shall be incorporated into the MGC Construction Schedule and the Schedule of Values, and shall in all respects be integrated into the construction as a part of the Contract as awarded.

7.6.2 No Work Orders shall be issued against the Owner's Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that account, provided however that such excess may be authorized by appropriate Change Order.

7.6.3 At all times, the Owner's Allowance Account shall contain sufficient funds to cover the Owner's reasonable estimate of all potential claims. Changes to the work that could cause the amounts due to the Managing General Contractor or Trade Contractors to exceed the value of the unused Owner's Allowance Account may only be authorized by Change Order.

7.6.4 The value of any deleted work shall accrue to the Owner's Allowance Accounts. As an accrual to the Owner's Allowance Accounts, deletions are not to be considered as savings to be shared at the end of the Program.

7.6.5 For Work done under the Owner's Allowance Account, work that can be performed by existing Trade Contractors (i.e. those under contract to the Managing General Contractor at the time a bulletin is issued) shall not require bidding. For any portion of the work that will not be performed by the existing Trade Contractors, the MGC shall solicit not less than three (3) competitive bids.

7.6.6 The Owner's Allowance Account shall include the Phasing Allowance, Commissioning Allowance, Quality Control Allowance and Extra Work Allowance. The Owner's Allowance Account shall be used to pay the Managing General Contractor for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Program. The Owner's allowance Account shall also be used to pay the actual cost of the Managing General Contractor's Payment and

Performance Bonds. Only the actual costs of these fees and bonds shall be paid, without markup.

7.6.7 Phasing Allowance-The Phasing Allowance shall be used to pay for the Direct Costs of the temporary construction, some of which may be designated by the Owner to remain, shown in the Phasing Plans provided by Owner. For this Extra Work, the Managing General Contractor shall only be entitled to 7% above the Direct Cost of the work for all work done under the Phasing Allowance which shall be full compensation for all of Managing General Contractor's General Conditions, General and Administrative and Profit and General Work Conditions.

7.6.8 Commissioning Allowance-The Commissioning Allowance shall be used to implement the Commissioning Plan set forth in Section 3.10 above. In the applicable Work Order for this Extra Work, the Managing General Contractor shall be entitled to paid in accordance with Section 9.8.1 (3) below for MGC staff and entitled to actual costs plus 7% for Subcontractor staff and entitled to Direct Costs plus 15% for Trade Contractor work.

7.6.9 MGC Quality Control Allowance- The Quality Control Allowance shall be used to implement the Quality Control Plan set forth in Section 3.21 above. In the applicable Work Order for this Extra Work, the Managing General Contractor shall be entitled to paid (above the three staffing positions included in the General Conditions) in accordance with Section 9.8.1 (3) below for MGC staff and entitled to actual costs plus 7% for Subcontractor staff.

7.6.10 Extra Work Allowance. All Owner's Allowance Account Work not specifically described in the allowances described in Sections 7.6.6 through 7.6.9 for work required to be performed by the Managing General Contractor and/or Trade Contractors under this Contract or the Original Contract which is either unforeseeable or has not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Owner's Allowance Account(s)". For such Extra Work Allowance work, the Managing General Contractor shall be entitled to be paid in accordance with Section 9.8.1 below. The Owner's Allowance Account shall also be used for compensation for Extra Work, for time extensions that are authorized by Work Order; for furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Program because of unforeseeable conditions; for performing construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; making final adjustment to estimated quantities for unit price items to conform to actual quantities installed; storage and handling of existing materials or Owner provided materials which are not incorporated into the work; fireproofing patching at existing areas; and repairs and/or replacement of steel including trusses at Project 739A. Exhibit E contains a list of time related issues for which MGC shall be paid as Extra Work, including Liquidated Indirect Costs, to the extent that merit is established, but for which MGC shall not be able to seek an extension of time in regard to any FARC

Milestone dates or Contract Time in POJV NTD_FO4. The parties agree that in no event shall the amounts paid for the items listed in Exhibit E exceed $5,700,000.

7.6.11 Inasmuch as the Owner's Allowance Account is an allowances (not a lump sum or guarantee), in the event that this Allowance is exhausted, MGC shall not be required to perform any unfunded and undisputed Allowance work until and unless a mechanism for payment is established.

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SECTION 8

DISPUTES RESOLUTION BOARD

8.1 Purpose

The purpose of this dispute resolution process is to assist in the resolution of disputes and claims between MANAGING GENERAL CONTRACTOR and OWNER arising out of the Original Contract (even if they pre-date Change Order No. 2) and the First Amended and Restated Contract. The intent of the establishment of the DISPUTE RESOLUTION BOARD ("BOARD") is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both the OWNER and the MANAGING GENERAL CONTRACTOR. All decisions of the BOARD are non-binding on the parties.

8.2 Definitions

8.2.1 Parties - the OWNER and the MANAGING GENERAL CONTRACTOR.

8.2.2 Contract - In Section 8, Contract shall refer to both the Original Contract and the First Amended and Restated Contract, unless otherwise indicated.

8.3 Scope Of The Work

8.3.1 Operations: The BOARD will formulate its own rules of operation, which will be kept flexible to adapt to changing situations. The OWNER and the MANAGING GENERAL CONTRACTOR will keep the BOARD informed of construction activity and progress by submitting to the BOARD monthly written progress reports and other relevant data. The BOARD will visit the project at regular intervals and at times of critical construction events and meet with the representatives of the OWNER and the MANAGING GENERAL CONTRACTOR.

8.3.2 Membership of the BOARD: The BOARD shall consist of three neutral members and shall not have been previously employed or acted as a consultant in any capacity for either party. One member shall be selected by MANAGING GENERAL CONTRACTOR and one member shall be selected by OWNER. The third member shall be selected by agreement of the parties or if the parties are unable to reach agreement, by the two party- appointed members. Unless the parties agree otherwise, each party-appointed member shall have significant construction experience and be a non-lawyer and the chairman of the BOARD shall have significant experience with public building construction and be a lawyer. The non party-appointed BOARD member will serve as Chairman of the BOARD. The members of the BOARD shall be selected no later than 60 days after the execution of Change Order No. 2.

8.3.3 Meetings: Regular meetings will be held on site. Each meeting will consist of an informal round table discussion and, if possible, a field inspection of the work. The round table discussion will be attended by representatives from

the OWNER and the MANAGING GENERAL CONTRACTOR. Agenda for regular meetings of the BOARD will generally include the following:

8.3.3.1 Meeting opened by the Chairman of the BOARD.

8.3.3.2 Presentations by representatives of the parties with respect to any issues that have arisen or have been properly presented to the BOARD through the below stated Request for Hearing process. Issues that were not submitted to the BOARD pursuant to the procedures delineated in this Disputes Resolution Board Section shall not be presented to the BOARD for consideration without the agreement of both parties.

8.3.3.3 Rebuttals, if requested, by representatives of the parties with respect to presentations made by the representatives of the other party.

8.3.3.4 In addition to addressing any issues that are properly before the BOARD, representatives from both sides shall also present a summary to the BOARD that addresses the following items: construction work accomplished since the last meeting, current status of the work schedule, payment status, schedule for the future, potential future problems that may come before the BOARD in the future, proposed solutions to those problems, and an update regarding previously handled or ongoing problems.

8.3.3.5 Set a tentative date for next meeting.

8.3.4 Frequency of Meetings: In order for the BOARD to become familiar with the project circumstances, it will begin to meet at least once per month. If conditions warrant, the Chairman in consultation with other BOARD members, the MANAGING GENERAL CONTRACTOR and the OWNER, may reduce/increase the time between meetings to better serve the parties. Factors to be considered when setting the time between meetings include work progress, occurrence of unusual events and the number and complexity of ongoing or potential disputes.

8.3.5 Procedure for scheduling disputes before the BOARD: The parties should attempt to resolve potential disputes without resorting to use of the BOARD. However, in the event that a resolution without resorting to the Board is unlikely, the following procedures must be followed:

8.3.5.1 Before referring a matter to the BOARD a representative of either party must first submit a letter titled Notice of Disagreement to his/her counterpart from the other party describing the issue that has arisen. The party receiving the notice shall have 7 days from receipt of the letter to submit a response. If after 14 days from the initial receipt of the Notice of Disagreement the issue has not been resolved, the party who sent the original Notice may file a written Request for a Hearing to the BOARD and the matter will be scheduled before the BOARD. The written Request shall

contain a copy of the initial Notice of Disagreement and the response to this Notice, if any, by the other party. No Request may be filed with the BOARD without first having complied with the Notice of Disagreement requirements of this section.

8.3.5.2 Upon receipt of a Request for a Hearing, the Chairman will schedule the matter for Hearing at a location in Miami, Florida within 30 days. The parties may request that the matter be deferred in the event that additional preparation is necessary.

8.3.5.3 The parties shall provide to the BOARD position papers with appropriate supporting documentation no later than 14 days before the commencement of the Hearing. The parties shall provide rebuttal papers, if any, no later than 5 days before the Hearing.

8.3.5.4 The party submitting the Request shall be responsible to provide the BOARD with 3 copies of each document submitted with the Request, one for each BOARD member. The party furnishing any written evidence or documentation to the BOARD shall also furnish copies of such information to the other party concurrently when furnishing the documents to the BOARD. The BOARD may request that additional written documentation and arguments from both parties be sent to each member and to the other party for study before the hearing begins.

8.3.5.5 Both parties will be afforded an opportunity to be heard by the BOARD and to offer evidence. The BOARD members may ask questions, request clarification, or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all the evidence presented by both parties.

8.3.5.6 Attorneys are generally discouraged from attending the BOARD meetings, but are allowed to participate in the Hearings on the following limited basis. Any participation in a hearing by legal counsel or independent claims or technical experts will be for the sole purpose of facilitating a party's presentation. Legal counsel may not examine directly or by cross-examination any witness, object to questions asked or factual statements made during the hearing or make or argue legal motions.

8.3.5.7 All of the BOARD's recommendations for resolution of disputes will be given in writing to both the OWNER and the MANAGING GENERAL CONTRACTOR, within 10 days of commencement of the Hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the BOARD to formulate its recommendations. The BOARD's initial 10 day written recommendation will address contractual entitlement and the number of days of extension of Milestones, Annex Milestones and/or Contract Time, if at issue. The parties will have 7 days after the 10 day written recommendation to resolve the issue. If it is not resolved during this period, the BOARD shall issue a written recommendation

addressing monetary damages no later than 24 days of completion of the Hearing.

8.3.5.8 Not Used.

8.3.5.9 No provisions associated with the Dispute Resolution Board shall in any way abrogate the MANAGING GENERAL CONTRACTOR's responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract.

8.3.5.10 In the event that the OWNER is not in agreement with a decision or recommendation of the BOARD, the OWNER may elect to issue a Work Order or Change Order, with appropriate reservations of rights.

8.3.5.11 Although the BOARD's recommendations are non-binding, all records and written recommendations of the BOARD will be admissible as evidence in any subsequent court proceeding or other dispute resolution procedures.

8.3.5.12 By agreement of the parties and the BOARD, the steps listed under this section may be omitted and the time periods shortened in order to hasten resolution.

8.3.6 Neutrality of BOARD members: BOARD members shall act impartially and independently when performing their functions as BOARD members including in the consideration of any Contract provisions and the facts and conditions surrounding any written Request to the BOARD by the OWNER or the MANAGING GENERAL CONTRACTOR. BOARD members shall not discuss or communicate with any party without the other party being present. Seeking any BOARD member's advice or consultation is expressly prohibited, unless it is done in the open at a BOARD meeting and in the presence of the other party.

8.3.7 Records of Meetings: While the BOARD may take notes of keep other records during the consideration of a Notice of Disagreement, it is not necessary for the BOARD to keep a formal record. If possible, it is desirable to keep the hearings completely informal. However, formal records of the Hearings in regards to Notices of Disagreements may be transcribed by a court reporter if requested by one party. The party requesting the court reporter shall be responsible for any costs. Audio and/or video recording of the meeting is prohibited absent prior agreement by the BOARD and the parties.

8.3.8 Recommendations of the BOARD: All recommendations of the BOARD shall be executed by all BOARD members and supported by at least two members. Recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

8.3.9 Reconsiderations: Either party may seek written reconsideration of a written recommendation within 3 working days of receipt of such recommendation from the BOARD.

8.3.10 Construction Site Visits: The BOARD members are encouraged to visit the site on a regular basis to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed between the OWNER, the MANAGING GENERAL CONTRACTOR, and the BOARD. Regarding matters before the BOARD, it will probably be advantageous but not absolutely necessary for the BOARD to personally view the site and any relevant conditions. If viewing by the BOARD would cause delay to the project, photographs and descriptions of these conditions collected by either or both parties will suffice.

8.4 Coordination And Logistics
The OWNER, in cooperation with the MANAGING GENERAL CONTRACTOR, will coordinate the operations of the BOARD.

8.5 Time For Beginning And Completion
The BOARD is to be in operation until all Requests for Hearing submitted prior to Final Acceptance of the Program are heard or Final Acceptance of the Program, whichever is later.

8.6 Payment The OWNER and the MANAGING GENERAL CONTRACTOR shall evenly split all of the administrative costs associated with the BOARD and the amounts paid to the chairman of the BOARD for his services. The administrative costs include all materials, supplies, equipment, and incidentals necessary to the operation of the BOARD. The party appointed BOARD members shall be paid by the respective party who appointed the particular BOARD member for his or her services, including travel costs and other expenses.

8.7 Costs And Accounting Records
The BOARD members shall keep available the cost records and accounts pertaining to all of the work by the BOARD for inspection by representatives of the OWNER or the MANAGING GENERAL CONTRACTOR for a period of three years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to the Contract is initiated before the expiration of the three year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records in completed.

8.8 Termination Of Disputes Resolution Board
Upon mutual agreement of both parties, this disputes resolution process may be terminated.

8.9 Termination Of Board Membership
BOARD members may withdraw from the BOARD by providing four weeks written notice to all other parties. Should the need arise to appoint a

replacement BOARD member, the replacement BOARD member shall be selected as was the departing BOARD member. The selection of a replacement BOARD member shall begin promptly upon notification of the necessity for a replacement.

The chairman of the BOARD may be terminated without cause by agreement of the parties. Each party may change its appointed BOARD member on one occasion during the life of the Contact on a without cause basis.

BOARD members may be terminated for cause by any of the parties. The party desiring to terminate a BOARD member for cause will notify the other party and the other BOARD members and shall provide an explanation for the requested termination. If the other party does not agree that cause exists, the remaining BOARD members shall convene and decide whether cause exists and such decision shall be effectuated.

8.10 Independent Contractor

Each BOARD member, in the performance of his or her duties on the BOARD shall act in the capacity of an independent agent and not as an employee of either the OWNER or the MANAGING GENERAL CONTRACTOR.

8.11 Public Records

Each BOARD member, MANAGING GENERAL CONTRACTOR, and the OWNER shall allow public access to all documents, papers, letters, and other material made or received by the parties that are related to this BOARD and the activities of this BOARD, subject to the provisions of Chapter 119, Florida Statutes. However, upon receipt of any such public records request, the parties hereto shall immediately notify the OWNER and obtain prior written consent from the OWNER before releasing such records.

8.12 Statute Of Limitations

No part of the Disputes Resolution Board Section nor any of the procedures delineated herein will in any way toll any statutes of limitations for either of the parties.

8.13 No Bonus

BOARD members shall not be paid nor will they receive or accept any commission, percentage, bonus, or consideration of any nature, other than the payment provided for in Section 8.6 above, for their performance and services.

8.14 No Conflict

The members of the BOARD shall affirm that at no time, while performing their duties under this section, shall they have any direct or indirect ownership or financial interest in or be employed in any capacity by the OWNER, the MANAGING GENERAL CONTRACTOR, the Program Manager, any Architect/Engineer or consultant organization working on the NTD Program, any subcontractor or supplier of the project, or any other BOARD member. The members of the BOARD shall affirm and agree that except for services as a

BOARD member on other OWNER or MANAGING GENERAL CONTRACTOR projects, that they have not been an employee, subcontractor, or consultant to the OWNER, the MANAGING GENERAL CONTRACTOR, the Program Manager, any Architect/Engineer or consultant organization working on the NTD Program, any subcontractor or supplier of the project, or of another BOARD member, and that during the term of this Contract they shall not become so involved. The members of the BOARD, the OWNER, and the MANAGING GENERAL CONTRACTOR agree that during the life of the Contract, no discussion or agreement will be made between any BOARD member and any party to this agreement for employment after the Contract is completed.

8.15 Interpretation

The Disputes Resolution Board section shall in no way limit the rights of the OWNER to issue Work Orders, Change Orders, issue any other type of order or instruction, or take any other type of action that is permitted by the Contract. This section shall also in no way limit the remedies or obligations of the MANAGING GENERAL CONTRACTOR pursuant to Contract.

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SECTION 9

CHANGES

9.1 Changes in the FARC Work

9.1.1 The Owner reserves the right to delete work from this Contract, to add work to this Contract, and to change work to be accomplished under this Contract without invalidating the Contract.

9.1.2 In the event the Owner exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.

Procedure: Changes to the Work will be accomplished by Change Order or Work Order. When Managing General Contractor presents a proposal for work to be performed, the proposal shall include the scope of work, the cost to perform the work, the time to perform the work, and shall also include an expiration date for the proposal. Expiration dates shall be at least 15 working days. If Owner does not accept the proposal prior to its expiration date, Managing General Contractor shall not be required to perform the work at the price or within the time proposed. Owner may request Managing General Contractor to submit a new proposal for the scope of work at issue. If Owner accepts the proposal after its expiration date and thereafter authorizes the work to be performed, Managing General Contractor shall be entitled to submit a supplemental request for the additional cost or time necessitated by Owner's late acceptance and authorization.

9.1.3 In the event Owner requests in writing a proposal from Managing General Contractor for Extra Work, Managing General Contractor shall submit a proposal for this Extra Work within forty-five (45) calendar days unless Managing General Contractor notifies Owner in writing within five (5) working days that it needs extra time to submit and provides an explanation as to why it needs the extra time.

9.2 Not Used

9.3 Not Used

9.4 The Managing General Contractor may receive requests for a change from the Owner, or may itself initiate a change request. Owner shall cause its design professionals to timely incorporate into the Plans and Technical Specifications any change to the Work, perform permit dry runs, and obtain product approvals necessitated by the changed Work. The Managing General Contractor shall attempt to negotiate all changes in the work with all affected Trade Contractors. It shall review the costs of their change proposals and make recommendations to the Owner regarding their validity and reasonableness when requesting approval of a Change Order/Work Order from the Owner. The Managing General

Contractor shall require the Trade Contractor to maintain this price for acceptance by the Owner for the number of calendar days after submittal as stipulated in the price submittal. Upon agreement by the Owner of the price and any change to the Contract Time or Milestone, the Owner will issue a Change Order or Work Order as appropriate. The Managing General Contractor shall receive no additional compensation for reasonable efforts expended in preparing and submitting price quotes, except as provided elsewhere herein.

9.5 Claims submitted by the Managing General Contractor either for itself or on a pass through basis for the Trade Contractors shall be submitted in accordance with the Contract Documents. All claims presented to Owner shall be certified by the Managing General Contractor in conformance with the County's False Claims Ordinance.

9.6 A Change Order/Work Order will clearly indicate its impact on the Contract Time and the Milestones and shall be clearly depicted in the MGC Construction Schedule not later than the monthly update immediately following the execution of the Work Order. If the extent of the impact is not known or agreed to as of the date of execution of the Change Order/Work Order, the Change Order/Work Order shall contain an appropriate reservation of rights and an estimate of the maximum time impact, both of which shall be updated by MGC as soon as reasonably possible. At all times, the Owner's Allowance Account shall contain sufficient funds to cover the Owner's reasonable estimate of all potential claims.

9.6.1 Change Orders shall be required for any extension of time not authorized by Work Order, and increase in Contract dollars, and any change which the Owner in its discretion decides to submit to the Board of County Commissioners for approval. At a minimum, the Change Order shall contain a description of the scope of the work, the agreed duration to perform the changed work, and corresponding increased funding to the Contract.

9.7 All authorized changed work shall be incorporated into the MGC Construction Schedule. In the case of added work, the Managing General Contractor's or Trade Contractor's, respectively, claim for cost and number of days shall be definitively quantified at this time and a subsequent Work Order issued to cover same.

9.8 Additional Compensation

9.8.1 Managing General Contractor shall be entitled to be paid additional amounts separate from the Direct Costs as follows:

1 Not Used

2. On amounts paid from the Owner's Allowance Account for Extra Work, Managing General Contractor shall be allowed to add a mark-up of 15% of the Direct Cost for the work covered by the Work Order to

increase the General Conditions, General and Administrative and Profit; and

3. In the event Owner requests Managing General Contractor to perform additional Managing General Contractor services, the Managing General Contractor will be compensated for direct salary, burden of 56% of direct salary, and 7% markup on these costs for General and Administrative and Profit.

9.8.2 The Owner will pay an amount of Liquidated Indirect Costs as stipulated in Exhibits D for an extension in the Contract Time and/or Milestones which cannot be reasonably and economically mitigated pursuant to the terms of the Section 6 "Time to Complete" of these Contract Provisions.

9.8.3 Upon agreement between the Managing General Contractor and the Owner on the cost and/or time for a proposed change, the Managing General Contractor shall prepare the Change Order/Work Order. The Managing General Contractor may not authorize any Trade Contractor to proceed with changed work until the Owner has executed the Change Order/Work Order.

9.8.4 For all authorized changes, the Managing General Contractor shall furnish to the Owner documentation evidencing performance of the work, which shall be included as applicable in the Application for Payment.

9.8.5 The Miami-Dade County Aviation Director or the Director's designee is authorized to sign Work Orders on behalf of the Owner.

9.9 Non-Excusable Delays

9.9.1 A Non-Excusable Delay for the Managing General Contractor is any delay which extends the completion of the Work or portion of the Work beyond the Contract Time or Milestone and which is caused by the sole fault or omission of the Managing General Contractor or its Subcontractors or Trade Contractors.

9.9.2 Not Used

9.10 Liquidated Damages and Liquidated Indirect Costs

9.10.1 The parties to the Contract agree that time, in the completion of the Work, is of the essence. The Owner and the Managing General Contractor recognize and agree that the precise amount of actual damages for delay in the performance and Completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Owner shall assess Liquidated Damages against the Managing General Contractor on a daily basis for each Day of a Non-Excusable Delay to a Liquidated Damage Milestone. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with any certainty and which were incurred by the

Owner due to the delay to the Work. The amount of Liquidated Damages assessed against Managing General Contractor shall be the amount set forth in Exhibit G unless modified by mutual written agreement of Owner and Managing General Contractor for each calendar day of delay due to a Non-Excusable Delay. The maximum aggregate daily amount which the Owner may assess MGC, regardless of the number of Liquidated Damage Milestones or Annex Milestones, shall be $8,000 per day. However, it is expressly agreed that if independent and unrelated events cause a Delay to more than one Milestone or Annex Milestone (Annexes 3, 4, 5 and 6A and related Work Orders) with respect to different Projects, the maximum aggregate daily amount that may be assessed as a result of the delays to the Milestones or Annex Milestones within the Projects shall be the Liquidated Damages specified for a Milestone or Annex Milestone for each of the delayed Projects. If an event(s) causes a Delay to a Milestone or Annex Milestone which in turn causes a Delay to a subsequent Milestone(s) or Annex Milestone(s), only the Liquidated Damages set forth in the initially delayed Milestone or Annex Milestone shall apply. The Liquidated Damages for the FARC Work are capped and shall not exceed a maximum aggregate amount equal to 2% of the FARC Total Maximum Contract Amount as the same may be amended but in no case to exceed $14,000,000 in aggregate for the overall Program, including both the FARC Work and the Original Contract Work.

9.10.2 The Owner and the Managing General Contractor recognize and agree that the precise amount of the Managing General Contractor's and/or Trade Contractors' Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract, and that proof of the precise amount will be difficult. Therefore,

9.10.2.1 The Managing General Contractor and Trade Contractors may recover the Liquidated Indirect Costs as set forth in Section 6. These Liquidated Indirect Costs shall be paid to compensate the Managing General Contractor and/or Trade Contractors for all indirect expenses caused by the Compensable Excusable Delay and shall include, but not be limited to, all profit, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Managing General Contractor, Trade Contractors or subcontractors, materialmen, suppliers and vendors.

9.10.2.2 Payment by Owner of Liquidated Indirect Costs required under this Contract constitute a full accord and satisfaction of all time related damages.

9.10.3 Nothing in this Section shall be construed as limiting the right of the Owner to terminate the Contract or any portion thereof.

9.11 Temporary Suspension of Work

9.11.1 The Architect/Engineer may recommend, but only the Owner's Representative and the Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as may be deemed necessary, because of unsuitable weather, for failure of surety, or other conditions unfavorable for the prosecution of the work, or for failure on the part of the Managing General Contractor to carry out the instructions of the Architect/Engineer as provided for in the Contract Documents.

9.11.2 If it should become necessary to suspend the work for an indefinite period, the Managing General Contractor shall require the Trade Contractors to store all materials in such a manner that they will not become an obstruction, nor become damaged in any way, and it shall take every precaution to prevent damage or deterioration of the work performed. The Managing General Contractor shall require Trade Contractors to construct temporary structures where necessary to provide for traffic on, to, or from the airport. All Managing General Contractor and Trade Contractor costs in connection with such directive shall be considered Extra Work.

9.11.3 The Managing General Contractor shall not suspend the work without written order from the Owner, and such suspension shall be Compensable, Non-Compensable or Non-Excusable pursuant to the terms of Section 6.

9.11.4 Nothing in this Contract shall be construed as entitling the Managing General Contractor or Trade Contractor to compensation for delays due to failure of Surety, suspensions ordered as a result of the Trade Contractor's nonconformance with the Contract Documents, as a result of the Trade Contractor's failure to carry out the instructions of the Managing General Contractor or Managing General Contractor's failure to carry out the instructions of the Architect/Engineer or for any other delays not specifically deemed to be Compensable Excusable Delay, as provided for elsewhere in the Contract Documents.

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SECTION 10

CLAIMS FOR ADDITIONAL COMPENSATION

10.1 Claims and Damages

10.1.1 Should the Managing General Contractor suffer injury or damage to person or property because of any act or omission of Owner or of any of its employees, agents or others for whose acts the Owner is legally liable, a notice of claim shall be made in writing to the Owner within 10 days after the first observance of such injury or damage.

10.1.2 Each claim must be certified, and accompanied by certified final bid tabulation in accordance with Miami-Dade County Code Section 2-265 within 30 days after the completion of the Work that gives rise to the claim.

10.1.3 No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Section. Failure to present and process any claim in accordance with this Section shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

10.1.4 Each and every notice of claim shall be made in writing and delivered to the Owner's Representative as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than 10 days after the event or occurrence, or in the case of non-occurrence, within 10 days after the time when performance should have occurred. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than 10 days after the event causing the claim, by written confirmation of the claim information. A request for change, proposed work order or proposed change order shall not become the subject of a claim for compensation or time until it is clearly rejected by the Owner in writing.

10.1.5 Each and every claim shall state:

A. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.

B. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as drawing numbers, specification sections, job site location, affected trades, contract clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.

C. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.

D. The dollar value associated with the claim, along with all supporting documentation, shall be delivered within 30 days after completion of the work that is subject of the claim. It shall be broken down into Direct and Indirect Costs. The Direct Costs shall be calculated as Changes in the Work. Indirect Costs shall be as stipulated in the Contract Documents.

E. Any claim for additional monies that also involve a request for a Contract Time or Milestone extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim. Scheduling references shall include a month-by-month time impact analysis (TIA) using the approved monthly progress schedules and demonstrating the effect of the delay or change on the Contract completion date for each monthly update period that the change or delay affects.

10.1.6 Proposed time extensions must include a time impact analysis (TIA), clearly showing the impact on the current schedules, and conclusively proving the validity of the proposed extension.

The TIA shall demonstrate the time impact of each change or delay based on the date of the change or start of delay on the Managing General Contractor's current approved construction schedule. Each TIA shall include how the Managing General Contractor or Trade Contractor proposes to incorporate the changes or delays into its construction schedule. Failure to submit the TIA in accordance with this paragraph shall constitute a waiver and abandonment of any claims for time related issues.

A. The TIA shall be submitted within thirty (30) days after completion of the Work that gives rise to the delay.

B. Where a TIA for a specific change or delay is not submitted within the period of time specified herein, then it is expressly understood

that the particular change or delay has no time impact on the Contract completion date and no time extension is required or shall be subsequently granted.

C. Payment for delays shall be in accordance with the Contract Documents.

Proposed contract time extensions shall not be approved unless the time extension will cause the Contract Time or a Milestone date to be extended.

10.1.7 The Architect/Engineer and the Owner's Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within 60 days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within 60 days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay the amount of money it deems reasonable, less any appropriate retention, to compensate for the recognized claim through a Work Order or Change Order.

Failure of the Managing General Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order, however, once the Managing General Contractor has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the contract. At such time the Managing General Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

10.1.8 No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of these Contract Documents. Failure of the Managing General Contractor to make a specific reservation of rights regarding any such disputed amounts on the Managing General Contractor's Affidavit and Release of All Claims, within the Request for Final Payment, shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim.

10.1.9 The Managing General Contractor shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.

10.1.10 With regard to any and all claims for additional compensation resulting from delays to the Work, it is expressly understood and agreed as follows:

A. The claimed delay shall not result from a cause specified in the Contract Documents as a Non-excusable Delay.

B. Notice of the claim shall have been provided in accordance with and within the time specified in this Section.

C. The Managing General Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation for indirect costs.

(1) Its Home office expenses or any direct costs incurred allocated from the headquarters of the Managing General Contractor.
(2) Its Loss of anticipated profits
(3) Its Loss of bonding capacity or capability.
(4) Its Losses due to other projects not bid upon.
(5) Its Loss of business opportunities.
(6) Its Loss of productivity on any other project.
(7) Its Loss of interest income on retainage.
(8) Its Costs to prepare, negotiate or prosecute claims,
(9) Its Costs spent to achieve compliance with applicable existing laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).

D. All claimed items of additional compensation shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.

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SECTION 11

PAYMENTS

11.1 Maximum Payment – The total amount to be paid to the Managing General Contractor for all General Conditions, General Work Conditions, General and Administrative and Profit, and Direct Costs on this Program shall not exceed the FARC Total Maximum Contract Amount without prior approval of the Board of County Commissioners. The Managing General Contractor shall be under no obligation to continue performing services required by this agreement once the FARC Total Maximum Contract Amount is exhausted.

11.2 General and Administrative and Profit

11.2.1 The sum of $18,250,370 shall be paid in forty-nine equal monthly payments of $372,457 beginning with payment of the first application for payment after the Effective Date of Change Order No. 2. An additional sum of $33,900,000 will be paid in proportion to the value of the Direct Costs paid to the Managing General Contractor for the Work. Regardless of the payment system for the General and Administrative and Profit, the amount of Seventeen Million Three Hundred Thousand ($17,300,000) is a guaranteed minimum. All amounts paid by the Owner for General and Administrative and Profit under both the Original Contract and the FARC shall be credited against this guaranteed minimum.

11.3 Managing General Contractor's General Conditions

11.3.1 For purposes of payment, the Managing General Contractor's General Conditions have been divided into Core General Conditions which extend over the performance of the entire Work and Project General Conditions which are specific to individual Projects. The total of Core General Conditions is the sum of $16,830,828 and the total of Project General Conditions is the sum of $30,930,280. The breakdown of Project General Conditions is contained within Exhibit N.

11.3.2 The Core General Conditions shall be paid in forty-nine equal monthly payments of $343,486 beginning with payment for the first application for payment following the Effective Date of Change Order No. 2. The Project General Conditions shall be paid in proportion to the value of the Direct Costs paid to the Managing General Contractor for the Work set forth per Project in the attached Exhibit N.

11.4 Mobilization – The Managing General Contractor shall be entitled to payment for mobilization. The mobilization payment shall be applied against the General Conditions otherwise due to Managing General Contractor under this Contract. Mobilization amounts shall be calculated as three (3%) percent of the Direct Costs of a Project, subject to a maximum aggregate amount on both the Original Contract and the FARC of Four Million Dollars ($4,000,000). The Managing

General Contractor shall provide Owner with Consents of Surety for payments of Mobilization until offset of such Mobilization amount. Payments for Mobilization shall be subject to retention.

11.5 **General Work Conditions** – The General Work Conditions amount will be paid in proportion to the value of the Direct Costs paid to the Managing General Contractor for the Work. All items purchased by the Managing General Contractor, whether or not reimbursed by the Owner, shall remain the property of the Managing General Contractor upon completion of the Work.

11.6 **Self-Performed Work** – The Managing General Contractor is authorized to self-perform work. The Managing General Contractor shall in the event Managing General Contractor is performing work as or in lieu of a Trade Contractor, submit with its Application for Payment the same supporting documentation for its claim for payment as a Trade Contractor. For any self-performed Work, Division 0 and 1, as listed in Exhibit A, shall be applicable to the Managing General Contractor for the Direct Cost Work.

11.7 **Direct Costs** – Direct Costs shall be paid as they are earned by Project. Direct Costs earned shall be determined by the percent complete measured by the Owner approved monthly updated MGC Construction Schedule. The Schedule of Values shall be a consolidation (roll-up) of the Owner approved monthly updated MGC Construction Schedule for each Project. The Schedule of Values shall be the basis for payment of the amount of Direct Costs earned and shall be submitted with supporting documentation together with the Application for Payment for each Project. The initial Schedule of Values for the FARC Work is contained in Exhibit U. This initial Schedule of Values shall be revised and resubmitted after, and to conform to, the accepted baseline MGC Construction Schedule.

11.8 **Application for Payment** - The Managing General Contractor shall request payments on a monthly or semi-monthly basis as the work progresses. Requests for payments shall show the value of the Direct Cost of the work performed each month, including work completed and materials delivered and properly stored on the site, and other amounts earned for the applicable period. The Application for Payment shall consist of:

- Original and two (2) copies of the Application for Payment in a format provided by the Owner.

- The monthly update of the Schedules in accordance with the Contract Documents shall be submitted no later than seven (7) days after submission of the payment application. Owner shall provide comments within seven (7) days of receiving the schedule update. The parties shall attempt to resolve any issues within the following seven (7) days.

- Original invoices for stored material on hand but not incorporated in the work. The cost of stored or stockpiled materials may be included in the Application

for Payment if:

- The material has been stored and stockpiled in a manner acceptable to the Owner's Representative at or on the approved site.

- The Managing General Contractor has furnished the Owner's Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

- The Managing General Contractor has furnished the Owner's Representative evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work. It is understood and agreed to that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Managing General Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, Plans, and Specifications and does not waive Owner's claim to reject defective materials when it is delivered to the job site.

- Such other constraints as may be established as part of Owner's approval of Schedule of Values.

- Contractor's Affidavit and Architect's/Engineer's/CIS Certificate of Status of Record Drawings. The Managing General Contractor shall submit this Affidavit in advance to the Owner's Representative for coordination with the various Architects/Engineers.

- Three (3) copies of a properly executed Managing General Contractor's affidavit and Trade Contractors/materials suppliers affidavit(s) or releases of claim (as required by Section 10-35 of the Code of Miami-Dade County, such affidavits to be in substantially the same form contained in the Contract Documents) for value of work performed during the period covered by the Application for Payment. (These documents are not required to be included for the first Application for Payment.) In the event such affidavits or releases of claim cannot be furnished by the Trade Contractors, subcontractors, or material suppliers, the Managing General Contractor may submit an executed Consent of Surety (in the form contained in the Contract Documents) to requisition payment identifying the Trade Contractors, suppliers and the amounts for which the Statement(s) of Satisfaction cannot be furnished. A fully executed, original Power of Attorney shall be included with the Surety's consent.

- The Monthly DBE Utilization Report in accordance with the Contract Provisions of the Contract Documents.

- Managing General Contractor's and Trade Contractors' certified payroll of wages and labor in accordance with Davis Bacon in Special Provisions 2

(Exhibit J).

11.8.1 Prior to the formal submittal of the Application for Payment, the Managing General Contractor shall submit to the Owner's Representative in triplicate a draft of the Application for Payment for review at least five (5) working days in advance of the formal submittal. Copies of all attachments required for the formal application shall accompany the draft application.

11.8.2 The Owner's Representative, A/E(s), and Managing General Contractor shall meet within 5 days from submittal of the draft and reach a consensus on the status of the Managing General Contractor's draft application relevant to non-conforming work quality, incipient faults, percentage complete, and status of the Record Drawings. Any disagreements with the Managing General Contractor on the status of the work, insufficient substantiating data and summary/reporting inaccuracies should be resolved. Should any amounts remain in dispute, the Managing General Contractor, without waiving its rights or the rights of the Trade Contractor for disputed amounts shall exclude them from its formal application.

11.8.3 Minutes of this meeting will be prepared as directed by the Owner's Representative. These minutes will confirm all determinations, disputed issues, decisions, and actions to be taken relevant to the Managing General Contractor's draft Application for Payment and monthly update of the Schedule. These minutes will be issued to the Managing General Contractor, the Architect/Engineers, the Owner's Representative, the Owner and the Consulting Engineers by the Owner's Representative.

11.8.4 The Managing General Contractor shall submit the formal Application for Payment in accordance with the consensus agreement reached with the Owner's Representative and the Architect/Engineer(s). The formal Application for Payment shall be subject to audit for errors in math, submittal of all required attachments and supporting documentation, and conformance with the consensus reached with the draft application. The Owner reserves the right to reject the Application for Payment, in whole or in part, if such audit uncovers discrepancies; provided, however, that math errors shall be corrected and payment made to the Managing General Contractor based on the corrected figures. Except as otherwise provided for hereafter, payment on a correct(ed) and undisputed Application for Payment, as well as the undisputed portions of a partially disputed Application for Payment, will be made to the Managing General Contractor in accordance with the County's prompt payment ordinance.

11.9 Retainage. In order to secure the performance and completion of the Work, the Owner shall be entitled to retain from any payment made to the Managing General Contractor under this Contract the retainage amounts provided in Exhibit O attached hereto. With the next pay application for a Project after Substantial Completion of that Project or portion thereof, the Owner will release all Retainage for that Project or portion thereof except for an amount equal to twice the estimated value of punch list items as provided by the Architect/Engineer plus all appropriate credits and backcharges. At Final Acceptance all remaining

retainage shall be released with Final Payment. There shall be no retainage on MGC Performance and Payment Bond premiums, permit and other similar fees, and monthly payments of Core General Conditions and General and Administrative and Profit.

11.10 Withholding of Payments - In addition to any other rights retained herein by the Owner regarding payments to the Managing General Contractor, the Owner reserves the right to withhold payment from Managing General Contractor, after furnishing Managing General Contractor with 30 days prior written notice of deficient performance and an opportunity to cure the deficiencies, if:

- any work or material is discovered which, in the opinion of the Owner's Representative and/or the Architect/Engineer for that portion of the work, is deemed defective or which raises a reasonable doubt as to the integrity of any part of the work completed;
- defective work is not remedied;
- the Managing General Contractor fails to make payments properly to its subcontractors and suppliers for labor, materials, or equipment and/or affidavits or releases of claim from the Trade Contractors have not been submitted;
- there is damage to the Owner or another separate contractor; or
- the Managing General Contractor persistently fails to carry out the work in accordance with the Construction Documents.

For any of these conditions, the Owner will deduct from the Application for Payment an amount equal in value to the work in question, and this work will not be included in any subsequent Application for Payment until such condition has been remedied.

11.10.1 The Owner will withhold all payments if the Surety on the Performance and Payment Bonds becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. Payments will only be resumed when the Owner receives a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.

11.11 Project Final Payment - Final payment constituting the unpaid balance of the Direct Cost of the Project retainage and the amounts due to the Trade Contractors shall be due and payable when all Punch List work is completed and all provisions of the Contract Documents are met.

11.11.1 Except as may be noted on the Managing General Contractor's Affidavit and Release of All Claims, the Managing General Contractor hereby agrees to accept Final Payment as full payment for performing and completing

the Work, for furnishing all labor, materials, services, equipment and everything necessary for or incidental to, and for all incidental expenses in connection with, for all loss by damage to or destruction of the Work due to any cause whatsoever, for any additional expenses because of delays or unforeseen difficulties encountered, for settlement of claims, agreed upon deductions in lieu of removal and replacement of defective work, and for replacement of defective work and materials. Except as may be noted on the Managing General Contractor's Affidavit and Release of All Claims, acceptance of the Final Payment shall constitute an accord and satisfaction between the Owner and the Managing General Contractor.

11.11.2 Before issuance of final payment for a Project, the Owner shall require satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work on that Project have been paid or otherwise satisfied. The Owner shall have the right to verify such payments at any time. Prerequisites for final payment are listed in Exhibit M.

11.11.3 If there should remain minor items to be completed or corrected, the Owner's Representative shall list such items and their estimated cost to complete. The Owner, at its sole discretion, reserves the right to complete said items with other contractors. The Owner may retain from the Managing General Contractor a sum equal to twice the estimated costs of completing such unfinished items. Upon completion, the Owner shall pay to the Construction Manager for the benefit of the Trade Contractor any remaining amounts retained for incomplete items that were not expended to complete the unfinished items.

11.12 Discounts – For all non-lump sum items, all discounts for prompt payment shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment to the extent actually realized by Managing General Contractor shall be credited to the Owner.

11.13 Contractor Payments to Trade Contractors - The Managing General Contractor's attention is directed to County Ordinance No. 94-40, providing for expedited payments to small businesses by County agencies; creating dispute resolution procedures for payment of County obligations; and requiring the Managing General Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business Trade Contractors. Failure of the Managing General Contractor to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment, in accordance with the terms of this Contract and debarment procedures of the County.

SECTION 12

CONTRACT COMPLETION

12.1 Until the final acceptance of the Work, excepting only those portions of the work declared Substantially Completed or Beneficially Occupied, the Managing General Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Managing General Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before Final Acceptance and shall bear the expense thereof unless reimbursement of such costs are covered by insurances (e.g. Builders' Risk) or by any other provisions set forth in this Contract.

12.2 If the work is suspended for any cause whatever, the Managing General Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Managing General Contractor shall protect the work from erosion, provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities as necessary to protect the work.

12.3 Final Acceptance

12.3.1 Upon due notice from the Managing General Contractor of presumptive completion of the Work or a Project, the Architect/Engineer, the Owner's Representative, and the Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The Owner will notify the Contractor in writing of Final Acceptance as of the date of final inspection.

12.3.2 If, however, the inspection discloses any work, in whole or in part, not substantially conforming to the Contract Documents, the Owner's Representative will give the Managing General Contractor the instructions for correction of same (punch list) and the Managing General Contractor shall immediately require the appropriate Trade Contractor(s) to comply with and execute the work listed in the punch list. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided that work has been satisfactorily completed. In such event, the Owner's Representative will notify the Managing General Contractor in writing of Final Acceptance as of the date of this final inspection.

12.3.3 Upon notification of Final Acceptance, the Managing General Contractor shall furnish to the Owner's Representative the final Managing General Contractor's Affidavit and Release of All Claims, including any noted exceptions.

12.3.4 Final Acceptance of the Work does not preclude or stop the Owner's Representative from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall the Owner be precluded or stopped from recovering from the Managing General Contractor or its Surety, or both, such overpayment as may be sustained, or by failure on the part of the Managing General Contractor to fulfill its obligations under the Contract. A waiver on the part of the Owner of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

12.3.5 The Managing General Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

12.4 Contractor's Affidavit and Release Of All Claims

12.4.1 Upon the completion of the Work and before the final payment is made, the Managing General Contractor shall execute a Managing General Contractor's Affidavit and Release of All Claims. This is to be accompanied by a consent of the Surety, in favor of the Owner, on the Form included in the Contract Documents. An original Managing General Contractor's Affidavit and Release of All Claims shall be submitted to the Owner's Representative with the Contractor's Request for Final Payment.

12.4.2 The rights of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the Work covered by this Contract are governed by the provisions of Section 255.05, Florida Statutes. Nothing in the Contract Documents shall be construed to confer any benefits or rights upon or to create any relationships whatsoever with any subcontractor, supplier, laborer or any other party except as same may be granted, conferred or created by Section 255.05 of the Florida Statutes.

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SECTION 13

INDEMNIFICATION AND HOLD HARMLESS

13.1 Indemnification and Hold Harmless - Included in the Insurance Exhibit K.

13.2 Performance and Payment Bonds – The Managing General Contractor's Performance and Payment Bonds requirements are set forth in Exhibit P.

13.2.1 Not Used

13.2.2 The cost of the Bonds shall be included in the FARC Total Maximum Contract Amount. A separate payment for the cost of the Performance and Payment Bonds shall be made by the Owner.

13.2.3 The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

13.2.4 The Bonds shall be delivered to the Managing General Contractor and/or the Owner within 10 calendar days of the execution of Change Order No. 2.

13.2.5 In the event the Surety on any Performance and Payment Bond becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Managing Trade Contractor and/or Trade Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.

13.2.6 Cancellation of any bond, or non-payment of any premium for any bond required by this Contract shall constitute a breach.

13.3 Insurance - See Exhibit K.

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SECTION 14

CANCELLATION OR TERMINATION OF THE CONTRACT

14.1 Cancellation by the Owner

14.1.1 The Owner may at its option and discretion cancel the Contract at any time without any default on the part of the Managing General Contractor by giving a written Notice of Cancellation to the Managing General Contractor at least ten (10) days prior to the effective date of such cancellation.

14.1.2 In the event of cancellation by the Owner, the Owner shall pay the Managing General Contractor for all labor performed, all materials and equipment furnished by the Managing General Contractor, its Subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Owner's Representative and approved by the Architect/Engineer and the Consulting Engineers. The Managing General Contractor will be paid for:

A. The final value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,

B. The final value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,

C. The final value of all bona fide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. If requested by the Owner, such materials and equipment must be delivered to the Owner to a site or location designated by the Owner prior to release of payment for such materials and equipment.

D. No claims for loss of anticipated profits of Managing General Contractor or Trade Contractors in connection with the cancellation of the Contract shall be considered, except that Managing General Contractor shall be paid a minimum General and Administrative and Profit as set forth elsewhere in this Contract.

E. All costs incurred or to be incurred by Managing General Contractor up to the date of closing out the Contract, plus the costs of closing out and demobilizing any and all Trade Contractors, Subcontractors or suppliers.

14.1.3 In the event of cancellation under this Section, the Trade Contractors shall not be entitled to any anticipated profits for any work not performed due to such cancellation.

14.1.4 In the event of cancellation under this Section, the Owner does not waive or void any credits otherwise due Owner at the time of cancellation, including Liquidated Damages, and back charges for defective or deficient work.

14.1.5 Upon cancellation as above, the Owner's Representative shall prepare a certificate for Final Payment to the Managing General Contractor.

14.2 Termination by Default of Managing General Contractor

14.2.1 The Contract may be terminated by the Owner upon 14 days prior written notice if Managing General Contractor, due to gross negligence, fails to comply with any material requirements of the Contract Documents including but not limited to:

A. Failure to begin the work under the Contract within the time specified in the "Notice to Proceed", or

B. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved MGC Construction Schedule, or

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Owner's Representative, or

D. Discontinues the prosecution of the work, or

E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or

G. Allows any final judgment to stand against it unsatisfied for a period of 10 days, or

H. Makes an assignment for the benefit of creditors, or

I. For any other cause whatsoever, persistently and repeatedly fails to carry on the work in an acceptable manner.

14.2.2 Before the Contract is terminated, the Managing General Contractor will be notified in writing by the Owner of the conditions which make termination of the Contract imminent. Unless a satisfactory effort acceptable to the Owner has been commenced by the Managing General Contractor to correct the conditions within 7 days, the Owner may declare the Contract breached and send a written Notice of Termination to the Managing General Contractor.

14.2.3 The Owner reserves the right, in lieu of termination as set forth in this Section, to withhold any payments of money which may be due or become due to the Managing General Contractor until the said remedies have been commenced.

14.3 Implementation of Cancellation or Termination

14.3.1 If the Owner cancels or terminates the Contract, the Managing General Contractor shall stop all work on the date specified in the Notice of Cancellation or Termination and shall:

A. Cancel all orders, Trade Contracts and subcontracts which may be terminated without costs;

B. Cancel and settle other orders and subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Owner's Representative,

C. Transfer to the Owner, in accordance with directions of the Owner's Representative, all materials, supplies, work in progress, facilities, equipment, machinery or tools acquired by the Managing General Contractor in connection with the performance of the work and for which the Managing General Contractor has been or is to be paid;

D. Deliver to the Owner's Representative, As-Built Documents, complete as of the date of cancellation or termination, Plans, Shop Drawings, Sketches, Permits, Certificates, Warranties, Guarantees, Specifications, three complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Managing General Contractor for use in the performance of the work.

E. The Managing General Contractor shall perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto.

E. Cancellation or termination of the Contract or a portion thereof shall not relieve the Managing General Contractor of its responsibilities for and concerning any just claim arising out of the work performed.

F. Managing General Contractor shall transfer all active building permits to the Owner.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 Insurance Indemnity - The Managing General Contractor hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner as consideration for the indemnification provisions contained in the Contract Documents. Under these Contract Documents, the Managing General Contractor's liability to indemnify, defend and hold the County harmless is limited to the amount of available insurance proceeds pursuant to Contract Documents and any excess General Liability coverage obtained under this agreement.

15.2 Solicitation Warrants - The Managing General Contractor represents and warrants to the Owner that no officer, employee or agent of the County has any interest, either directly or indirectly, in the business of the Managing General Contractor to be conducted herein. The Managing General Contractor further represents and warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Managing General Contractor to solicit or secure this Contract.

15.3 Publicity - The Managing General Contractor agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Program shall be released, made, or generated by the Managing General Contractor or its employees or agents without the Owner's prior written consent. The Managing General Contractor shall require all Trade Contractors and suppliers to agree in writing to be bound by the provisions of this paragraph.

15.4 Public Records – Managing General Contractor acknowledges and fully understands that all Program records are considered by statute to be public records, except as set out in Special Provisions 5 (Exhibit J). Owner may have complete access to any project records.

15.5 Warranty Inspections - The Managing General Contractor shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. The Managing General Contractor shall also conduct, jointly with the Owner and the Architect/Engineer, a warranty inspection nine (9) months after the date of the Acceptance of Substantial Completion for each Annex.

15.6 Environmental Assessment and Remediation –The MGC Construction Schedule and the FARC Total Maximum Contract Amount do not include costs or time associated with environmental assessment or remediation of existing conditions. These Contract Documents are premised on those activities and scopes of work being performed by Owner's separate contractors without any interference with any activities of this Contract. In the event Owner elects to require environmental assessment or remediation work to be performed by a Trade Contractor such activities shall be treated as Extra Work, and impacts to the Contract Time or Milestones shall be deemed as excusable, compensable

delays. In addition, Managing General Contractor shall be compensated by Work Order or Change Order for any additional costs resulting from such environmental impact.

15.7 Where Managing General Contractor provides reasonable estimates and schedule impacts for a proposed Work Order or Change Order that is not approved and Managing General Contractor has utilized resources beyond those included in its Contract amounts to provide such estimates and schedule impacts, Managing General Contractor may be compensated for the use of those supplemental resources as Extra Work at the Owner's discretion.

15.8 All materials, products and systems specified in the Contract Documents shall be product approved by all agencies having jurisdiction in a timely manner. Managing General Contractor shall not be required to obtain such approval for any materials, products of systems specified in the Contract Documents.

15.9 Not Used

15.10 Governing Laws - The Managing General Contractor shall, during the term of this Contract, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, Miami- Dade County, and MDAD. In addition the Managing General Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, regarding how documents to which the Consulting Engineers have access are handled, copied, and distributed, particularly documents that contain sensitive security information that are controlled under the provisions of 49 CFR PART 1520 et al. Managing General Contractor shall be entitled to an equitable adjustment by means of a Change Order or Work Order due to any change to applicable law that affects the Program.

15.11 Successors and Assigns - The Owner and the Managing General Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Managing General Contractor shall not assign the contract or sublet it as a whole without the written consent of the County , nor shall the Managing General Contractor assign any moneys due or to become due the Managing General Contractor hereunder, without the previous written notice of the Owner.

15.12 Written Notice

15.12.1 Written notice to the Managing General Contractor shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to those who give the notice.

15.12.2 Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail to the Aviation Department, Miami International Airport, Facilities, P.O. Box 592075, Miami, Florida, 33159, in care of the Assistant Director, Facilities Division.

15.13 Hurricanes – Hurricanes, named storms and tropical depressions preparation costs shall be considered Extra Work. Delays from hurricanes, named storms and tropical depressions shall entitle the Managing General Contractor, not Trade Contractors, to a Compensable Delay.

15.14 Product Approvals – Managing General Contractor shall not be responsible for delays or costs associated with Product Approvals.

15.15 In the event a Trade Contractor files for bankruptcy, the costs to replace said Trade Contract or and/or complete the work of said Trade Contractor including time related expenses, which are not recovered by Managing General Contractor from the Trade Contractor and/or its surety, shall be the responsibility of Owner. In such event, the Managing General Contractor shall be compensated accordingly.

15.16 Reconciliation of Contract Provisions - It is the intent of the parties that the relationship between the parties continue to be governed by the terms of the Annexes and Work Orders and the Original Contract only with respect to the work issued under the Original Contract, and in particular, Annexes 2, 3, 4, 5 and 6A, and the related Work Order, except as specifically modified in this Contract or as specifically set forth below:

15.16.1 The entirety of the scope of Work in the Original Contract is deleted with the exception of Work covered by Annexes 2, 3, 4, 5, 6A and all related Work Orders and all Work Orders from Allowance Accounts 2, 3 and 4 of the Original Contract.

15.16.2 All amounts listed in the Original Contract are deleted with the exception of amounts necessary to pay $116,009,216, $48,986,935, $8,800,000 and $14,879,620 under Items 2, 3, 4 and 5 respectively of Change Order No. 2.

15.16.3 Contract provision 2.3.4 of the Original Contract is revised to read as follows: **Owner Responsibilities for Certain Contractors** - All damages or extensions of time resulting from delays, impacts and defects due to Kone, Inc. or 3rd party contractors or suppliers who are not performing the Work are the Owner's responsibility and shall be treated as Extra Work.

15.16.4 Section 5 of the Contract Provisions of the Original Contract is deleted in its entirety and Section 5 of the FARC Provisions applies to the Original Contract.

15.16.5 The Dispute Resolution Procedures set forth in Section 8 of the FARC Provisions apply to the Original Contract.

15.16.6 The Managing General Contractor hereby assumes full responsibility for the MGC Construction Schedule (excluding those elements that are not part of the work), including responsibility for scheduling of all work activities set forth in Annexes 3, 4, 5 and 6A. Delete all references to the Overall Program Schedule.

15.16.7 Liquidated Indirect Costs can be established in Annexes or Work Orders.

15.16.8 With the exception of the last sentence of Section 1.42 of the Original Contract, all references to MGC Performance and Payment Bonds in the Original Contract, including Section 13.2 are deleted in their entirety. Section 13.2 of the FARC Provisions controls.

15.16.9 Upon receipt of the NTP for the FARC Work, Milestones 5, 6, 8, 11 and 13 of Annex 6A and the corresponding Liquidated Damages and Liquidated Indirect Costs are deleted. Exhibit G of the FARC Provisions controls.

15.17 Should the NTP for the FARC Work be delayed beyond June 4, 2007, Owner shall pay the Managing General Contractor for its General Conditions and General Work Conditions $26,500 per Calendar Day for each day beyond June 4, 2007, that the NTP is eventually issued. The final sum shall be authorized by Work Order. In the event this NTP does not occur by June 4, 2007, both parties will pursue mitigation measures to reduce or eliminate such delays, and, if accepted, the costs associated with the mitigation measures shall credit, as appropriate, the amount paid under the first sentence of this item. Should the Contract Time not be extended by the delayed NTP, as described in the Owner approved MGC Construction Schedule, Owner shall receive a credit for the monies paid to the MGC under this provision.

15.18 Project 739C-5 (Re-route of Roof Atrium Drains) and 778B (CCTV Cameras and Intercom Installation Project) may be added to this Contract by Owner as Extra Work.

15.19 The Site General Requirements Allowances in Annexes 3, 4, 5 and 6A can be used by MGC for the Original Contract Work or the FARC Work until exhausted and shall not be replenished. Site general requirements costs thereafter are included in the lump sum for the Direct Costs of the FARC Work.

EXHIBITS ARE ON FILE WITH THE CLERK OF THE BOARD