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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(4)
07-10-07

RESOLUTION NO. R-846-07

RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECTS AT MIAMI INTERNATIONAL AIRPORT; APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, AMERICAN AIRLINES, INC., AND FISK ELECTRIC COMPANY IN CONNECTION WITH FISK'S WORK ON PROJECTS 737G, 739F, 739C-3, AND MDAD-ITB 02-03; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Settlement Agreement among and between Miami-Dade County, American Airlines, Inc., and Fisk Electric Company, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 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.

Erica Zaron

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 12(A)(4)

Date: July 10, 2007

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

From: George M. Burgess
County Manager

R. A. Cuevas, Jr.
Acting County Attorney

Subject: North Terminal Development Program - Claims Settlement Agreement with Fisk Electric Company - Project Nos. 737G, 739F, 739C-3 and MDAD-ITB 02-03 - $4,400,000.00

RECOMMENDATION

It is recommended that the Board approve the attached claim settlement agreement between Miami-Dade County and Fisk Electric Company ("Fisk") relating to Fisk's work on the North Terminal Development ("NTD") Program, Project Nos. 737G, 739F, 739C-3 and MDAD-ITB 02-03 (Contract Balance and Retainage, Delay Impacts, and Termination for Convenience Costs) at Miami International Airport ("MIA").

SCOPE

This NTD Claims Settlement Agreement has no direct impact Countywide or on a distinct Commission district. The electrical work that Fisk has completed is part of the NTD Program at MIA.

FISCAL IMPACT/FUNDING SOURCE

The above-referenced Fisk Project claims originally totaled $11,951,660.39. The settlement amount the County is now agreeing to pay Fisk is $4,400,000.00. Of this amount, $2,617,558.35 will be funded from the County's Bond Fund with the remaining $1,782,441.65 funded from the American Airlines Claims Administration Agreement ("CAA") Fund.

TRACK RECORD/MONITOR

Fisk is a contractor providing electrical work for the NTD Program. Its work is performed according to plans and specifications drawn by the architects and engineers of record and approved by the Building Department. This company is currently under contract with Parsons Oderbrecht Joint Venture ("POJV") for ongoing work on the South Terminal Development ("STD") Program and Fisk was the low bidder for the electrical trade work on the NTD A-B Terminal Project during a competitive bidding process managed by POJV in 2006. The only other responsive bidder submitted a higher price.

BACKGROUND

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

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

As construction manager for American, TAAT had entered into contracts with Fisk for Projects 737G, 739F, and 739C-3. (NOTE: Project 739C-3 is a Change Order to 739F.) When American terminated TAAT's contract, TAAT in turn terminated the Fisk contracts. Subsequently, Fisk filed claims against American and TAAT with the County in connection with projects 737G and 739F totaling $11,951,660.39 ($9,807,793.99 on Project 737G and $2,143,866.40 on Project 739F). The individual claims are more fully identified by project, claim type, and amount on Exhibit A attached to the settlement agreement and incorporated by reference herein.

/

Pursuant to the CAA, the County directed its claims consultant, Alpha Corporation, to review the merits of the claims and recommend settlement amounts to a team of Aviation Department staff members designated as the Owner's Review Board ("ORB"). Following this review process, the County entered into extensive negotiations with Fisk to resolve the claims to the benefit of all parties. During this period, the claims were negotiated down from $11,951,660.39 to $4,400,000.00. Fisk and the County have negotiated this settlement several times over the past 18 months. The settlement was not brought to the Board before this time because of Fisk's deficient participation in the County's Community Small Business Enterprise ("CSBE") Program for NTD Projects 737G and 737F. On June 26, 2007, this item was brought to the Board. It was deferred at that time so that the CSBE deficit under Project 739C-3 as well as the Federal Disadvantaged Business Enterprise Program ("DBE") deficit for Project MDAD-ITB 02-03 could be addressed. At the June 26, 2007 Board meeting, it was agreed that Fisk would increase its CSBE/DBE makeup plan from $2.8M to $3.3M. The additional $500,000.00 is incorporated in the attached settlement and covers CSBE/DBE opportunities lost on Contracts 739C-3 and MDAD-ITB 02-03. These deficiencies will be made up through the procurement of miscellaneous materials under Fisk's current NTD A-B Terminal Project utilizing both CSBE and DBE vendors and is further detailed below.

Additionally, this settlement includes consideration for the fact that Fisk, and its agents in the Florida office, committed crimes against the United States (wire and mail fraud, money laundering, etc.). In this regard, Fisk signed an eighteen (18) months Agreement for Pretrial Diversion ("Diversion Agreement") with the U. S. Attorney for the Southern District of Florida on December 15, 2005. According to the Diversion Agreement, if Fisk successfully completed the eighteen (18) months Program (December 2005 – June 2007), the Government would not prosecute. Among the conditions of the Program:

- Fisk was to fully cooperate with the Office of the United States Attorney for the Southern District of Florida in its investigation and prosecution of the conduct involved in this matter, including providing through its employees, agents, and officers, truthful and complete information and testimony.

- Fisk was to employ an appropriately qualified Compliance Officer (Gregory Thomas, Fisk Executive Vice President and General Counsel) and maintain an effective compliance program to meet all local, state, and federal rules and regulations pertaining to government programs, including the Federal DBE Program and the County CSBE program.

- Fisk agreed to forfeit the sum of $2.1 million to the United States in eighteen (18) monthly installments of $116,666.67 each effective December 15, 2005.

Fisk successfully completed the Diversion Program effective June 2007.

As to Fisk's deficient participation in the County's CSBE Program and the Federal DBE Program, Fisk has provided a CSBE/DBE Recovery Plan which is attached to the settlement agreement as Exhibit B (1) and incorporated by reference herein. As part of the Recovery Plan, the County has mandated and Fisk has agreed that it will make up its $2.8 million deficiency on NTD Projects 737G and 739F. The $2.8M and the additional deficiencies described above under 739C-3, ($52,000.00 for a lost CSBE opportunity), and under Project MDAD-ITB 02-03, ($448,000.00 for a lost DBE opportunity), will be made up as follows:

- By the voluntary inclusion of $1,437,000.00 of CSBE participation in the $23,000,000.00 Miami Intermodal Center ("MIC") Project by December 2008. This Florida Department of Transportation ("FDOT") project is not subject to the County's CSBE Program.

- By the inclusion of $1,363,000.00 of increased CSBE and DBE participation in the recently awarded $38,000,000.00 NTD A to B Terminal Project. This is in addition to the 21% overall Project DBE goal. This 40-month project is scheduled to be completed in September 2010.

- By the inclusion of $52,000.00 of increased CSBE participation to recover the deficit under 739C-3 and by $448,000.00 of increased DBE participation to recover the deficit under MDAD-ITB 02-03, the total $500,000.00 will be made up by the procurement of miscellaneous materials for the NTD A-

B Terminal Project from to-be-determined CSBE and DBE vendors. This is in addition to the 21% overall DBE Project Goal and in addition to the amount in the previous paragraph.

- The Fisk CSBE/DBE makeup plan will be comprised of CSBE, $2,852,000.00, and DBE, $448,000.00, components because both of these programs lost opportunities.

- Fisk has agreed that the total $3.3 million deficiency will be made up within three years and four months but in no case later than September 2010.

The Aviation Department and the Small Business Affairs/Department of Procurement Management ("SBA/DPM") will monitor Fisk's progress as it relates to DBE and CSBE goals, respectively, and Fisk will voluntarily provide monthly reports showing its success in meeting these goals. This settlement agreement meets the requirements of Resolutions R-119-06, review and resolution of CSBE claims, and R-397-06, the amended claims process which requires payment of any settlement amount is conditional upon the claimant paying such portion of the pass through claims of CSBE subcontractors at any tier to such CSBE subcontractors. The Recovery Plan referenced above will ensure that Fisk adheres to its make up program and ongoing project goals.

As it relates to Fisk's future involvement in the North Terminal Program, Fisk was the low bidder for the electrical trade work on the NTD A-B Terminal Project (projects 747B and 775C) during a competitive bidding process managed by POJV in 2006. The only other responsive bidder submitted a higher price. Fisk is performing preliminary work on the program as part of previously awarded Annex 6A. Abandoning Fisk at this point would result in substantial program completion delays and additional cost to the County. In addition, as a result of these pre-contract activities, Fisk has incurred costs in good faith, which would likely become claims against the County if the POJV contract with Fisk is not honored.

The schedule for project 747B requires underground electrical work to begin in early July. Fisk is on track to perform that work. If POJV were required by the County to cancel the Fisk agreement there would also be an indeterminate delay to other trades which cannot begin their underground work until the electrical portion has been completed. These delays would likely result in additional claims against the County.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: July 10, 2007

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

SUBJECT: Agenda Item No. 12(A)(4)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

✓ No committee review

AGREEMENT FOR SETTLEMENT, RELEASE AND WAIVER OF CLAIMS BETWEEN MIAMI-DADE COUNTY AND FISK ELECTRIC COMPANY IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECTS 737G, 739F, 739C-3, AND MDAD-ITB 02-03 MIAMI INTERNATIONAL AIRPORT

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2007 between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and **Fisk Electric Company ("Fisk")**, a _____corporation.

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

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

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

WHEREAS, American and Turner Construction Corporation and Austin Commercial, Inc. d/b/a Turner Austin Airport Team ("TAAT") previously entered into a Construction Management At-Risk Agreement and a Construction Management Agreement to manage the construction work for the NTD Project; and

WHEREAS, pursuant to its agreement with American, TAAT contracted with **Fisk** for work to be performed on Projects **737G, 739F, and 739C-3** at Miami International Airport (the "North Terminal Projects"). Additionally, **Fisk** contracted with the Miami Dade Aviation Department ("MDAD") for work to be performed on Project **MDAD-ITB 02-03** (a Terminal Wide Project) (the "Security Equipment Installation Project") in December 2003. Pursuant to the terms and conditions of contract numbers **M737G-A16-1000-S, M739F-A16-1000-S, M739F-A16-1003-S** between TAAT and **Fisk**, and **MDAD-ITB 02-03** between MDAD and **Fisk** (the "Contracts"); and

WHEREAS, disputes have arisen between the County, American Airlines, TAAT and **Fisk** including disputes relating to **contract balance/retainage, delay, disruption, and unresolved pending change orders and extra work**, which disputes are currently being processed under the Claims Administration Agreement; and

WHEREAS, **Fisk** has asserted various demands against the County and American for work performed and materials delivered (the "Work") on the 737G and 739F Projects, which are included within written claims certified under the County's False Claims Ordinance for **contract balance/retainage, delay, disruption, and unresolved pending change orders and extra work** in the total amount of **$11,951,660.39**, which certified claims are more specifically identified on **Exhibit A** attached hereto and incorporated by referenced herein and hereinafter are collectively referred to as the "Certified Claims Included in Settlement Agreement" ("Certified Claims"); and

WHEREAS, the County and **Fisk** are desirous of settling **Fisk's** Certified Claims for **$4,400,000.00,** and in agreeing to this amount, the parties acknowledge that both County and **Fisk** have compromised their respective positions in good faith;

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

1. Within fourteen (14) days from the Effective Date of this Agreement the County shall pay to **Fisk** the amount of **$4,400,000.00** (the **"Settlement Payment"**). With regard to CSBE Program requirements, Fisk's obligations under this Agreement include the following:

   a. See Exhibit B, entitled "AFFIDAVIT OF GREGORY C. THOMAS" (which references and incorporates Exhibit B (1), entitled "Disadvantaged Business Recovery Plan for Fisk Miami" ("Recovery Plan"), all of which are attached hereto and incorporated herein as essential and material terms and obligations of this Agreement.

2. The effectiveness of this Agreement shall be subject to the condition subsequent that on or before ten (10) days following the effective date of this Agreement, Fisk will submit a statement detailing its cure efforts pursuant to the Recovery Plan that is reasonably satisfactory to the Director of the Department of Procurement Management (the "Recovery Plan Statement"). The Recovery Plan Statement shall address certain criteria that will be used to monitor Fisk's compliance with the Recovery Plan, and shall at a minimum include the following:

   a. a list of subcontractors to be used to satisfy the stated goals;
   b. the scope of the work to be performed by such subcontractors;
   c. the dollar amounts of such subcontracts;
   d. the anticipated date of execution of all such subcontractors;
   e. a commitment to provide executed copies of any such subcontract within ten (10) days of its execution; and
   f. a commitment to update the Recovery Plan within ten (10) days of Fisk learning of any material change effecting its ability to perform under the Recovery Plan; such update shall contain an explanation of the material change and any plan for remediation of any resulting shortfall.

The Office of Small Business Affairs shall monitor compliance with the terms of the Recovery Plan. The Office of Small Business Affairs shall submit a written report to the Board of County Commissioners on a quarterly basis with respect to Fisk's compliance with the terms of its Recovery Plan.

Fisk shall cooperate fully as to County's monitoring and/or audit of Fisk's compliance with the Recovery Plan and the contractual commitments to all other awarded projects, including furnishing a monthly compliance report and copies of any other documents reasonably required by the County to ascertain Fisk's compliance with the Recovery Plan promptly after the County's request for same.

3. **Fisk's** receipt of the Settlement Payment shall constitute full accord and satisfaction of any and all claims, brought or asserted by or on behalf of **Fisk** or any of its subcontractors or suppliers (of any tier), or which could have been brought or asserted by same, arising out of or relating to the Certified Claims, the North Terminal Projects, or the portion of the work attributable to FLP Enterprises on the South Terminal Project. **Fisk** specifically waives and releases any claim for or entitlement to any further compensation (other than the Settlement Payment) for additional work, delay or otherwise arising out of or relating to the Contracts, the Certified Claims, Work, the North Terminal Projects, or the portion of the work attributable to FLP Enterprises on the South Terminal Project.

4. In consideration of the payment by County to **Fisk** of the **Settlement Payment** amount and the mutual covenants and obligations in this Agreement, **Fisk** hereby releases the County, American Airlines, and TAAT, and their respective officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and against, and also waives and relinquishes any and all rights to, all claims, direct and indirect costs, damages, liability, interest, disputes or causes of action of whatever nature or kind it has or may have, whether known or unknown, against the Released Parties arising out of or relating to the **Settlement Payment**, the Contracts, the Certified Claims, Work, the North Terminal Projects, or the portion of the work attributable to FLP Enterprises on the South Terminal Project.

5. In consideration of the payment by the County to **Fisk** of the **Settlement Payment**, **Fisk** shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County and American Airlines from any and all liability, losses or damages, including without limitation attorney's fees and costs of defense, that were caused in whole or in part by any act, omission, or default of **Fisk**, its subcontractors, or its material suppliers, which the County and/or American Airlines may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature by TAAT, or any sureties, or any of **Fisk's** subcontractors or material suppliers that performed work on the North Terminal Projects or the portion of the work attributable to FLP Enterprises on the South Terminal Project (including without limitation FLP Enterprises), or any other third parties, relating to the Settlement Payment, the Contracts, the Certified Claims, Work, the North Terminal Projects, or the portion of the work attributable to FLP Enterprises on the South Terminal Project. **Fisk** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and/or American Airlines, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Notwithstanding the foregoing, **Fisk's** obligation to defend, indemnify or hold harmless the County and/or American Airlines for damages to persons or property caused in whole or in part by any act, omission or default of the County or American Airlines shall be limited to the contract amount of the Contracts, as such Contracts amount may have been amended or adjusted from time to time. Further, this indemnification shall not be construed to include claims of, or damages resulting from, the gross negligence, or willful, wanton or intentional misconduct of the County and/or American Airlines, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of **Fisk** or any of **Fisk's** contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

To the extent this indemnification clause does not comply with Chapter 725, Florida Statutes, as may be amended, this provision shall hereby be interpreted as the parties' intention to be fully bound with an indemnification clause which complies with Chapter 725, Florida Statutes, as may be amended.

6. Subject to the County's reservation of rights expressed below which includes enforcement of **Fisk's** and its Surety's obligations under the "Consent of Surety" to Requisition Payment, an executed copy of which is attached hereto as **Exhibit C**, the County releases and waives any claims it has against **Fisk** relating to the settlement herein. Notwithstanding the foregoing, payment of the Settlement Payment and the release provided in this Paragraph by the County is made without waiver or prejudice, and in full reservation of, the County's rights as follows:

(1) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and

(2) to require the repair or replacement of latent defects in the work to the extent provided by Florida law; and

(3) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work; and

(4) to enforce any and all provisions of this Agreement, specifically including **Fisk's** obligations with regard to the Recovery Plan and Recovery Plan Statement identified in Paragraphs 1(a) and 2 above; and

(5) to enforce the provisions of the Community Small Business Enterprise Program contained in Section 10-33.02 of the Dade County Code, including Section 10-33.02(5), with regard to the Recovery Plan identified Paragraph 1(a) above.

7. **Fisk** acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this Agreement.

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

9. For all purposes in connection with this Agreement, the "Effective Date" of this Agreement shall be the date of execution of this Agreement by the County Mayor or designee.

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

MIAMI-DADE COUNTY

BY: _____
County Mayor or Designee

DATE OF EXECUTION: _____

ATTEST:

_____
Deputy Clerk

FISK ELECTRIC COMPANY

BY: _____
Vice President

Attest: _____
Secretary

SEAL

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY ATTORNEY

By: _____

Title: _____

EXHIBIT A
CERTIFIED CLAIMS INCLUDED IN SETTLEMENT AGREEMENT

Project Number	Tracking Number	Type of Claim	Amount of Claim	Settlement Amount
739F	11113	CO	$ 3,184.00	$ -
739F	11266	CB	$ 1,029,612.60	$ 743,402.70
739F	11320	CO	$ 78,049.25	$ -
739F	11209e	CO	$ 125,662.00	$ -
739F	11209f	CO	$ 99,818.00	$ 94,515.00
739F	11209g*	Delay	$ 807,540.55	$ 640,800.00
Subtotal 739F:			**$ 2,143,866.40**	**$ 1,478,717.70**
737G	11112	CO	$ 1,497,171.00	$ -
737G	11264	CB	$ 1,278,532.00	$ 999,999.00
737G	11265	CO	$ 72,076.00	$ -
737G	11321	CB	$ 174,231.44	$ -
737G	11322	CB	$ 88,675.00	$ -
737G	11210a	CO	$ 1,307,598.00	$ -
737G	11210aa	CO	$ 659.00	$ -
737G	11210ab	CO	$ 778.00	$ -
737G	11210ac	CO	$ 799.00	$ -
737G	11210ad	CO	$ 5,792.00	$ -
737G	11210ae	CO	$ 1,036.00	$ -
737G	11210b	CO	$ 110,228.00	$ -
737G	11210c	Impact	$ 34,913.00	$ -
737G	11210d	Impact	$ 98,992.00	$ -
737G	11210e	Impact	$ 350,987.00	$ -
737G	11210f	Impact	$ 33,517.00	$ -
737G	11210g	Impact	$ 54,758.00	$ -
737G	11210h	Impact	$ 51,859.00	$ -
737G	11210i	Impact	$ 119,729.00	$ -
737G	11210j	Impact	$ 79,982.00	$ -
737G	11210k	Impact	$ 45,800.00	$ -
737G	11210L	Impact	$ 75,048.00	$ -
737G	11210m	Impact	$ 377,712.00	$ -
737G	11210n	Impact	$ 77,393.00	$ -
737G	11210O	Impact	$ 21,975.00	$ -
737G	11210p	Impact	$ 9,793.00	$ -
737G	11210q	Extra Work	$ 48,515.00	$ -
737G	11210r	Extra Work	$ 166,662.00	$ -
737G	11210s	Impact	$ 78,474.00	$ -
737G	11210t	CO	$ 62,780.00	$ -
737G	11210u	Impact	$ 753.00	$ -
737G	11210v	Impact	$ 4,394.00	$ -
737G	11210w	Delay	$ 1,695,789.00	$ 838,800.00
737G	11210x	CO	$ 7,648.00	$ -
737G	11210y	CO	$ 678.00	$ -
737G	11210z	CO	$ 16,430.00	$ -
737G	11330	T for C	$ 1,755,637.55	$ 1,400,000.00
Subtotal 737G:			**$ 9,807,793.99**	**$ 3,238,799.00**
Sub-Total:			**$ 11,951,660.39**	**$ 4,717,516.70**
Negotiated Deduction:				**$ 317,516.70**
Total Global Offer:				**$ 4,400,000.00**

* Claim number 11209g is a summary of 11209a,b,c,d

EXHIBIT B

AFFIDAVIT OF GREGORY C. THOMAS

BEFORE ME, the undersigned notary public, personally appeared GREGORY C. THOMAS, and first being duly sworn by me, did depose and state under oath, as follows:

Affiant's Knowledge

1. I am over the age of eighteen and competent to make this affidavit from my own, personal knowledge.

2. I am the Senior Vice President and General Counsel of Fisk Electric Company (hereinafter "Fisk"), and I have served in this capacity since 1997.

Fisk's Corporate History

3. Fisk was founded over 94 years ago. It is an international electrical contractor headquartered in Houston, Texas with offices in New Orleans, Dallas, San Antonio, Las Vegas, New York and Miami, among other cities.

4. From 1996 to 2000, Fisk was privately held following its acquisition by the Perseus Group, a private investment banking concern.

5. In 2000, Fisk was acquired by Tyco Electronics, a publicly held Pennsylvania corporation.

6. Fisk was taken private again on September 10, 2004 when it was acquired by Larry C. Brookshire.

7. All of the activities underlying the case of *United States v. Maxwell*, further described below, occurred prior to Mr. Brookshire's acquisition of the company in 2004.

8. During the nearly ten years of my employment by Fisk it has successfully participated in numerous small, disadvantaged and minority business programs on a nationwide basis. They have included programs in both the public and private sector. These have ranged from small projects to high visibility projects such as the Ballpark at Union Station (now Minute Maid Park) in Houston. Currently, Fisk has over ten million dollars under contract to various minority and disadvantaged business concerns on MGM's City Center and other projects in its Las Vegas office alone. All of these are private projects.

9. Fisk submits the Disadvantaged Business Participation Recovery Plan for Miami attached hereto as Exhibit "B(1)".

***United States v. Maxwell* and its Aftermath**

10. On or about 1 July 2004 a search warrant was executed by the Miami-Dade Police Department at Fisk's Miami office and its New Orleans office with regard to work performed by a qualified CSBE contractor at the Miami Dade Airport, to wit FLP.

11. This was the first notice that Fisk's corporate office in Houston had received of any problem with Fisk's participation in the CSBE program or any other kind of disadvantaged business program with regard to its Miami operation.

12. Under my direction, Fisk immediately initiated an internal investigation. Ultimately, a team was assembled consisting of an independent outside attorney with 30 years expertise in government contracting practices together with a construction management consultant and a certified public accountant. Their investigation continued for approximately six months. During this time the criminal investigation was transferred

from the State Attorney's Office of Miami Dade County to the U.S. Attorney's Office for the Southern District of Florida.

13. Subsequent to the September 2004 acquisition of Fisk by Mr. Brookshire, Fisk discovered that in addition to the problems associated with the CSBE investigation, there were accounting irregularities in our Miami office resulting in a loss of approximately $20 million.

14. Upon these discoveries, Fisk terminated the manager of its Miami office, DeWitt "Jack" Maxwell and withdrew its previous offer to provide Mr. Maxwell with indemnity and attorney's fees reimbursement in connection with the internal and criminal investigations.

15. In late 2004 and early 2005, Fisk had voluntarily begun extensive cooperation with the U.S. Attorney's Office including providing all requested documents, witness interviews and computer support for review of Fisk's accounting and record keeping systems.

16. On 15 December 2005, Fisk entered into a diversion agreement with the U.S. Attorney's Office wherein it agreed to cooperate with prosecutions of the individuals involved in the alleged criminal activity, including but not limited to Mr. Maxwell, and place its minority and disadvantaged business contracting practices under the supervision of the United States Probation Services Office for a period of 18 months. Additionally, Fisk agrees to pay to the U.S. Marshall the sum of $2.1 million.

17. Another Fisk Miami employee, Norman "Pat" Clyne entered into a plea agreement in which he agreed to testify against Mr. Maxwell, his former direct supervisor.

18. As a result of these events and through the cooperation of Fisk and Mr. Clyne, Maxwell was ultimately convicted of 24 counts of wire and mail fraud and money laundering. Essentially, the government showed that Maxwell used FLP, a certified CSBE and DBE to meet CSBE goals on five County contracts while actually performing the work with electrical workers working under Fisk's supervision. Maxwell then received payment for the work and paid FLP a 5% fee, rather than allow FLP to manage the work and its own profit or loss. The government argued and the jury agreed that this undermined the purposes of the program.

19. Maxwell was sentenced to 5 years imprisonment and fined $12,500. In the sentencing hearing Judge Patricia Seitz concluded that the economic loss resulting from Maxwell's illegal conduct was approximately 10% of the amount of the CSBE subcontracts or $480,000.

20. The portion of this loss attributable to contracts 737G and 739F would thus be approximately $180,000.

21. No one associated with the above described problems remains employed at or responsible for the Fisk Florida operations or offices.

22. I have carefully researched Fisk's corporate history and can confirm that this episode was a complete anomaly and Fisk has never in the 94 years of its existence confronted a problem even remotely like this in any of its locations.

23. Subsequent to these events Fisk has instituted additional corporate controls to prevent any recurrence of any of the events described above. Specifically, all minority or disadvantaged business subcontracts must now be approved beforehand by the undersigned following verification that the means and methods employed are

consistent with the letter and spirit of the relevant program. Fisk has pledged to undertake additional minority and certified small business subcontracting obligations in order to mitigate the effects of the above-referenced problems as further detailed in Exhibit B(1) attached hereto and incorporated herein.

24. Fisk has spent approximately $1 million on its internal investigation in addition to the $2.1 million paid to the U.S. Marshall. These numbers do not include the attorney's fees and administrative costs Fisk incurred in cooperating with and supporting the U.S. Attorney or the costs incurred in the implementation of its new programs. All of these sums have been paid by the new ownership of Fisk even though the new ownership did not know about and had no financial interest in the company at the time of the above-described activities.

25. Fisk has orally agreed with the Assistant Airport Director that its open issues on 737G and 739F can be amicably and expeditiously resolved, it will remain actively involved in bidding MDAD work.

[THIS SPACE LEFT BLANK INTENTIONALLY]

FURTHER AFFIANT SAYETH NAUGHT.

Witness my hand and seal this 5th day of June, 2007.

Gregory C. Thomas
GREGORY C. THOMAS

STATE OF FLORIDA)
)
COUNTY OF Dade)

SWORN to and subscribed before me this 5th day of June, 2007 by the Affiant, GREGORY C. THOMAS, who is personally known to me or who has produced _____ as identification and who declared that the foregoing is true and correct.

Notary Public
Printed Name: Teresa Blanco
Commission Expires: May 17, 2009

[SEAL]:

TERESA BLANCO
Notary Public - State of Florida
My Commission Expires May 17, 2009
Commission # DD 430375
Bonded By National Notary Assn.

Exhibit B (1)

Community Small Business Enterprise (CSBE) and Disadvantaged Business Enterprise (DBE) Recovery Plan for Fisk Miami

To mitigate the effects of Fisk's deficient participation in the County's CSBE program on projects NTD 737G, 739F, and 739C-3 as well as the Federal DBE program on project MDAD-ITB 02-03, it submits the following:

1. Fisk will include $1,437,000 in participation through CSBE qualified subcontractors on the $23 million Miami Intermodal Center ("MIC") project which has recently been awarded to Fisk. This Florida Department of Transportation ("FDOT") Project is scheduled to start in December 2007 and be completed by December 2008.

2. Fisk will increase its participation by at least $1,363,000 through CSBE qualified subcontractors on the recently awarded $38 million NTD A-B Terminal Project at Miami International Airport ("MIA") above the contractual commitment level of 21%. This 40-month project began in May 2007 and is scheduled to be completed by September 2010.

3. Fisk will procure $500,000.00 ($52,000.00 CSBE and $448,000.00 DBE) of miscellaneous materials (conduit, wire, fittings, boxes, etc.) for the NTD A-B Terminal Project from to-be-determined CSBE and DBE vendors.

4. The total $3.3 million deficiency will be made up utilizing the increased participation referenced above by no later than September 2010.

Fisk will voluntarily provide reports showing its level of success in meeting these goals.

FISK RECOVERY TABLE

SOURCE	MIA NTD A-B (CSBE)	MIC (CSBE)	Total	MIA NTD A-B (DBE)	Total	Total Recovery
Construction	$1,363,000	$1,437,000	$2,800,000	-	-	$2,800,000
Procurement	$ 52,000	-	$ 52,000	$448,000	$448,000	$ 500,000
Total	**$1,415,000**	**$1,437,000**	**$2,852,000**	**$448,000**	**$448,000**	**$3,300,000**

6/29/07

EXHIBIT C
CONSENT OF SURETY

Please attach your original consent of surety here.

BOND #: 81891891

CONTRACT SAP#:

CONSENT OF SURETY TO FINAL PAYMENT
AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:

STATE OF FLORIDA
COUNTY OF DADE

CONTRACT NO.:

CONTRACT DATED: 7/27/05

CONTRACT FOR:

PROJECT: JOB NUMBER 739F
(Name and address)

North Terminal Development Program, Engineering Only, Miami International Airport

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07061

,SURETY,

on bond of Fisk Electric
10125 NW 116th Way, Ste 14, Medley, Florida 33178
(Insert name and address of Contractor)

,CONTRACTOR,

hereby approves of the release of payment to settle Claim Tracking No. 11266, in the amount of $ 743,402.70. This payment shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

STATE OF FLORIDA
COUNTY OF DADE

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 9/6/06
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

(Signature of authorized representative)

Anett Cardinale
Attorney-In-Fact
Florida Resident Agent

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 **Anett Cardinale, David H. Carr, James W. Dunn, Kimberly A. Tavernier and Denise Taylor of Tampa, 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 1st day of December, 2004

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 1st day of December, 2004 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with 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 C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this 6th day of September, 2006

FEDERAL INSURANCE COMPANY INDIANA · VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

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

FLORIDA DEPARTMENT OF INSURANCE

ANETT ELISABETH CARDINALE

License Number E012335

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Prop.& Casu)

RESIDENT LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

IMPORTANT PLEASE READ CAREFULLY

1. Licensee may only transact insurance with an active appointment by an eligible insurer or employer. If this person is acting as a surplus lines agent, public adjuster, reinsurance intermediary manager/broker or a health care risk manager, he/she should have an appointment recorded in their own name on file with the Department. If you are unsure of this licensee's status, you should contact the Florida Department of Insurance immediately.
2. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed on the front. If such expiration occurs, the individual or firm will be required to re-qualify as a first-time applicant.
3. If this license was obtained by passing a licensure examination offered by the Florida Department of Insurance, the licensee is required to comply with continuing education requirements contained in 626.2815, 626.859, or 648.385 Florida Statutes.
4. THIS LICENSE IS THE PROPERTY OF THE FLORIDA DEPARTMENT OF INSURANCE. PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY IF LOST OR STOLEN.

BOND #: 81891891

CONTRACT SAP#:

CONSENT OF SURETY TO FINAL PAYMENT
AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:

STATE OF FLORIDA
COUNTY OF DADE

CONTRACT NO.:

CONTRACT DATED: 7/27/05

CONTRACT FOR:

PROJECT: JOB Number 739F
(Name and address)

North Terminal Development Program, Engineering Only, Miami International Airport

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07061

, SURETY.

on bond of Fisk Electric
10125 NW 116th Way, Ste 14, Medley, Florida, 33178
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the release of payment to settle Claim Tracking No. 11209F in the amount of $ 94,515.00. This payment shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

STATE OF FLORIDA
COUNTY OF DADE

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 10/13/06
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

(Signature of authorized representative)
Anett Cardinale
Attorney-in-Fact
Florida Resident Agent

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 **Anett Cardinale, David H. Carr, James W. Dunn, Kimberly A. Tavernier and Denise Taylor of Tampa, 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 1st day of December, 2004

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 1st day of December, 2004 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with 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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this 13th day of October.

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

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

FLORIDA DEPARTMENT OF INSURANCE
ANETT ELISABETH CARDINALE
License Number E012335
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE
General Lines (Prop & Casu)

RESIDENT
LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

IMPORTANT PLEASE READ CAREFULLY

1. Licensee may only transact insurance with an active appointment by an eligible insurer or employer. If this person is acting as a surplus lines agent, public adjuster, reinsurance intermediary manager/broker or a health care risk manager, he/she should have an appointment recorded in their own name on file with the Department. If you are unsure of this licensee's status, you should contact the Florida Department of Insurance immediately.
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3. If this license was obtained by passing a licensure examination offered by the Florida Department of Insurance, the licensee is required to comply with continuing education requirements contained in 626.2815, 626.859, or 648.385 Florida Statutes.
4. THIS LICENSE IS THE PROPERTY OF THE FLORIDA DEPARTMENT OF INSURANCE. PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY IF LOST OR STOLEN.

BOND #: 81891891

CONTRACT SAP#:

CONSENT OF SURETY TO FINAL PAYMENT
AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:

CONTRACT NO:

STATE OF FLORIDA
COUNTY OF DADE

CONTRACT DATED: 7/27/05

CONTRACT FOR:

PROJECT: JOB NUMBER 739F
(Name and address)

North Terminal Development Program, Engineering Only, Miami International Airport

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07061

SURETY,

on bond of Fisk Electric
10125 NW 116th Way, Ste 14, Medley, Florida 33178
(Insert name and address of Contractor)

CONTRACTOR,

hereby approves of the release of payment to settle Claim Tracking No. 11209, in the amount of $640,800.00. This payment shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

STATE OF FLORIDA
COUNTY OF DADE

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 9/6/06
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

(Signature of authorized representative)

Anett Cardinale
Attorney-In-Fact
Florida Resident Agent

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 **Anett Cardinale, David H. Carr, James W. Dunn, Kimberly A. Tavernier and Denise Taylor of Tampa, 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 1st day of December, 2004

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this 1st day of December, 2004 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with 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

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

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

Given under my hand and seals of said Companies at Warren, NJ this 6th day of September, 2006

FEDERAL INSURANCE COMPANY INDIANA — PACIFIC INDEMNITY COMPANY WISCONSIN — VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

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

FLORIDA DEPARTMENT OF INSURANCE

ANETT ELISABETH CARDINALE

License Number E012335

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Prop & Casu)

RESIDENT LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

IMPORTANT PLEASE READ CAREFULLY

1. Licensee may only transact insurance with an active appointment by an eligible insurer or employer. If this person is acting as a surplus lines agent, public adjuster, reinsurance intermediary manager/broker or a health care risk manager, he/she should have an appointment recorded in their own name on file with the Department. If you are unsure of this licensee's status, you should contact the Florida Department of Insurance immediately.
2. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed on the front. If such expiration occurs, the individual or firm will be required to re-qualify as a first-time applicant.
3. If this license was obtained by passing a licensure examination offered by the Florida Department of Insurance, the licensee is required to comply with continuing education requirements contained in 626.2815, 626.859, or 648.385 Florida Statutes.
4. THIS LICENSE IS THE PROPERTY OF THE FLORIDA DEPARTMENT OF INSURANCE. PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY IF LOST OR STOLEN.

BOND #: 81880853

CONTRACT SAP#:

CONSENT OF SURETY
TO FINAL PAYMENT
AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:

CONTRACT NO:

STATE OF FLORIDA
COUNTY OF DADE

CONTRACT DATED: 7/27/05

CONTRACT FOR:

PROJECT: JOB NUMBER 737G
(Name and address)

North Terminal Development Program, Engineering Only, Miami International Airport

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Federal Insurance Company, 15 Mountain View Rd:, Warren, NJ 07061

,SURETY,

on bond of Fisk Electric
10125 NW 116th Way, Ste 1A, Medley, Florida 33178
(Insert name and address of Contractor)

,CONTRACTOR,

hereby approves of the release of payment to settle Claim Tracking No. 11264, in the amount of $ 999,992.00. This payment shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

STATE OF FLORIDA
COUNTY OF DADE

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 9/6/06
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

(Signature of authorized representative)

Anett Cardinale
Attorney-In-Fact
Florida Resident Agent

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 **Anett Cardinale, David H. Carr, James W. Dunn, Kimberly A. Tavernier and Denise Taylor of Tampa, 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 1st day of December, 2004

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 1st day of December, 2004 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with 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 C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this 6th day of September, 2006

FEDERAL INSURANCE COMPANY INDIANA — VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

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

FLORIDA DEPARTMENT OF INSURANCE

ANETT ELISABETH CARDINALE

License Number E012335

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Prop & Casu)

RESIDENT LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

IMPORTANT PLEASE READ CAREFULLY

1. Licensee may only transact insurance with an active appointment by an eligible insurer or employer. If this person is acting as a surplus lines agent, public adjuster, reinsurance intermediary manager/broker or a health care risk manager, he/she should have an appointment recorded in their own name on file with the Department. If you are unsure of this licensee's status, you should contact the Florida Department of Insurance immediately.
2. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed on the front. If such expiration occurs, the individual or firm will be required to re-qualify as a first-time applicant.
3. If this license was obtained by passing a licensure examination offered by the Florida Department of Insurance, the licensee is required to comply with continuing education requirements contained in 626.2815, 626.859, or 648.385 Florida Statutes.
4. THIS LICENSE IS THE PROPERTY OF THE FLORIDA DEPARTMENT OF INSURANCE. PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY IF LOST OR STOLEN.

BOND #: 81880853

CONTRACT SAP#:

CONSENT OF SURETY
TO FINAL PAYMENT
AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:

CONTRACT NO:

STATE OF FLORIDA
COUNTY OF DADE

CONTRACT DATED: 7/27/05

CONTRACT FOR:

PROJECT: JOB NUMBER 737G
(Name and address)

North Terminal Development Program, Engineering Only, Miami International Airport

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07061

SURETY,

on bond of Fisk Electric
10125 NW 116th Way, Ste 14, Medley, Florida 33178
(Insert name and address of Contractor)

CONTRACTOR,

hereby approves of the release of payment to settle Claim Tracking No 11210w, in the amount of $ 838,800.00 This payment shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

STATE OF FLORIDA
COUNTY OF DADE

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 9/6/06
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

(Signature of authorized representative)

Anett Cardinale
Attorney-In-Fact
Florida Resident Agent

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 **Anett Cardinale, David H. Carr, James W. Dunn, Kimberly A. Tavernier and Denise Taylor of Tampa, 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 1st day of December, 2004

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 1st day of December, 2004 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with 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 C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this 6th day of September, 2006

FEDERAL INSURANCE COMPANY INDIANA — PACIFIC INDEMNITY COMPANY WISCONSIN — VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

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

FLORIDA DEPARTMENT OF INSURANCE

ANETT ELISABETH CARDINALE

License Number E012335

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Prop.& Casu)

RESIDENT LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

IMPORTANT PLEASE READ CAREFULLY

1. Licensee may only transact insurance with an active appointment by an eligible insurer or employer. If this person is acting as a surplus lines agent, public adjuster, reinsurance intermediary manager/broker or a health care risk manager, he/she should have an appointment recorded in their own name on file with the Department. If you are unsure of this licensee's status, you should contact the Florida Department of Insurance immediately.
2. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed on the front. If such expiration occurs, the individual or firm will be required to re-qualify as a first-time applicant.
3. If this license was obtained by passing a licensure examination offered by the Florida Department of Insurance, the licensee is required to comply with continuing education requirements contained in 626.2815, 626.859, or 648.385 Florida Statutes.
4. THIS LICENSE IS THE PROPERTY OF THE FLORIDA DEPARTMENT OF INSURANCE. PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY IF LOST OR STOLEN.

BOND #: 81880853

CONTRACT SAP#:

CONSENT OF SURETY TO FINAL PAYMENT
AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:

STATE OF FLORIDA
COUNTY OF DADE

CONTRACT NO.:

CONTRACT DATED: 7/27/05

CONTRACT FOR:

PROJECT: Job Number 737G
(Name and address)

North Terminal Development Program, Engineering Only, Miami International Airport

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)
Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07061

,SURETY,

on bond of FISK Electric
10125 NW 116th Way, Stel4, Medley, FL 33178
(Insert name and address of Contractor)

,CONTRACTOR,

hereby approves of the release of payment to settle Claim Tracking No. SEE ATTACH LIST**, in the amount of $1,082,483.30. This payment shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

STATE OF FLORIDA
COUNTY OF DADE

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 5/30/2007
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

(Signature of authorized representative)
Russell M. Canterbury, Attorney-in-Fact

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1. Project Contract No. 737G 1A. Claim Tracking Number (the "Certified Claims") 11112, 11265, 11321, 11322, 11210a, 11210aa, 11210ab, 11210ac, 11210ad, 11210ae, 11210b, 11210c, 11210d, 11210e, 11210f, 11210g, 11210h, 11210i, 11210j, 11210k, 11210L, 11210m, 11210n, 11210o, 11210p, 11210q, 11210r, 11210s, 11210t, 11210u, 11210v, 11210x, 11210y and 11210z

2. Project Description: Contract Balance, Change Orders and Delay Impacts

3. Prime Contractor to American Airlines, Inc.: Turner-Austin Airport Team ("TAAT")

FLORIDA DEPARTMENT OF INSURANCE

ANETT ELISABETH CARDINALE

License Number E012335

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

This Licensee must have an active appointment [illegible] marketed. See reverse for additional requirement

IMPORTANT PLEASE READ CAREFULLY

1. Licensee may only transact insurance with an active appointment by an eligible insurer or employer. If this person is acting as a surplus lines agent, public adjuster, reinsurance intermediary manager/broker or a health care risk manager, he/she should have an appointment recorded in their own name on file with the Department. If you are unsure of this licensee's status, you should contact the Florida Department of Insurance immediately.
2. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed on the front. If such expiration occurs, the individual or firm will be required to re-qualify as a first-time applicant.
3. If this license was obtained by passing a licensure examination offered by the Florida Department of Insurance, the licensee is required to comply with continuing education requirements contained in 626.2815, 626.859, or 648.385 Florida Statutes.
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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 Russell M. Canterbury, Virginia R. Martin, John B. O'Keefe, Victoria P. Jovino, Joann Dombrowski, Miguel Ferreira and Marion R. Vail of Hartford, Connecticut ———

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 2nd day of December, 2003

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this 2nd day of December, 2003, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

MARIA CALISE
Notary Public, State of New Jersey
No. 2183962
Commission Expires Nov. 16, 2005

Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this 30th day of May, 2007

FEDERAL INSURANCE COMPANY INDIANA — PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 16, 1925 WISCONSIN — VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

15-10-0225B (Ed. 4-99) CONSENT