

Approved _____ Mayor
Veto _____
Override _____

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

10-16-07

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

RESOLUTION NO. _____ R-1166-07

RESOLUTION RELATING TO THE NORTH TERMINAL DEVELOPMENT CONSOLIDATION PROGRAM AT MIAMI INTERNATIONAL AIRPORT; APPROVING CHANGE ORDER NO. 1 WITH THYSSEN KRUPP AIRPORT SYSTEMS, INC. (THYSSEN); INCREASING THE CONTRACT AMOUNT BY \$1,505,524; EXTENDING THE CONTRACT TIME BY 1,461 DAYS; AMENDING CERTAIN TERMS OF THE CONTRACT; AND AUTHORIZING COUNTY MAYOR OR 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 Change Order No. 1 in substantially the form attached hereto and made a part hereof; which among other things increases the contract amount by \$1,505,524. Of this amount, \$850,120.75 is needed to pay for increased costs of manufacturing and delivering 17 passenger loading bridges (PLBs) whose manufacture and delivery was delayed due to delays in the North Terminal Development Program. The amount needed to create an allowance account to address unforeseen conditions is \$655,393.25. Change Order No. 1 also extends the contract time by 1,461 days for a non-compensable excusable delay resulting from delays in the North Terminal Development Program and adds terms to the contract commonly found in County contracts that were not part of the original contract between American Airlines and Thyssen when it was assigned to the County. This Board hereby authorizes the Mayor or his designee to execute Change Order No. 1 and any and all other documents necessary to give effect to this resolution.

6

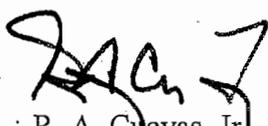


MEMORANDUM

(Revised)

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

DATE: October 16, 2007

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

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

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

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The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	nay	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 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

HAARVEY RUVIN, CLERK



KAY SULLIVAN

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Daniel Frastai

D.F.

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD 1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES & FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
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ITEMIZATION AND DESCRIPTIONS BEGIN ON PAGE 2 OF THIS CHANGE ORDER

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT AT ASSIGNMENT \$	7,969,476.00	
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED BY COUNTY	.....	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	.....	\$7,969,476.00
COST OF CONSTRUCTION CHANGES THIS ORDER	.....	\$1,505,524.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	.....	\$9,475,000.00
PER CENT INCREASE, THIS CHANGE ORDER	.....	18.9 %
TOTAL PER CENT INCREASE TO DATE	.....	18.9 %
EXTENSION OF TIME ALLOWED BY THIS CHANGE	1461 CALENDAR DAYS TO 10/12/10	

REASON FOR CHANGE:

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

CERTIFYING STATEMENT:

I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

<u>MDAD</u> DEPARTMENT	<u>DA</u> FUNDS BUDGETED CODE	<u>[Signature]</u> CERTIFIED BY
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ACCEPTED BY:

[Signature]
CONTRACTOR

APPROVED:

BUDGET DIRECTOR
DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED:

[Signature]
PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER

By: _____ DATE _____
County Manager

APPROVED:

[Signature]
HNTB (CONSULTING ENGINEER) DEPT. BUSINESS DEVELOPMENT

ATTEST:

By: _____
Deputy Clerk

APPROVED:

[Signature]
DEPARTMENTAL DIRECTOR

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

[Signature]
Anett Cardinale, Florida Licensed Resident Agent
813-281-2095

2007 APR 23 PM 3:13

RECEIVED
DEPT. BUSINESS DEV

Memorandum



Date: October 16, 2007

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

From: George M. Burgess
County Manager

Subject: Change Order No. MDAD-1, Thyssen Krupp Airport Systems, Inc., MIA Passenger Loading Bridges & Fixed Walkways, Project No. B762B, North Terminal Development Program, which increases the Contract Amount by \$1,505,524.

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

Adopted R-1166-07

The following item was approved to correct a scrivener's error. In the "Justification" section, 1st paragraph, 4th sentence the following sentence is deleted: "The new estimated time for delivery calls for two passenger loading bridges (PLBs) to be delivered in 2007, one PLB in 2008, and the remaining PLBs delivered in 2010." This statement was replaced with the following: "The delivery of the PLBs will be 45-60 days in advance of the opening of new gates in accordance with the NTD Master Schedule."

RECOMMENDATION

It is recommended that the Board adopt the attached resolution approving Change Order No. MDAD-1 to the MIA Passenger Loading Bridges and Fixed Walkways project, Contract No. B762B, with Thyssen Krupp Airport Systems, Inc., (Thyssen). This change order retroactively extends the contract time by 1,461 days and increases the contract amount by \$1,505,524.

CHANGE ORDER NO.: MDAD-1

Scope

PROJECT NAME: MIA Passenger Loading Bridges & Fixed Walkways

PROJECT NO.: B762B

CONTRACT NO.: B762B

PROJECT DESCRIPTION: Design-build and install twenty-eight passenger loading bridges and eight associated walkways.

PROJECT LOCATION: Miami International Airport

PRIMARY COMMISSION DISTRICT: District 6

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 \$1,505,524 and extend the contract time by 1,461 days.

Justification

The Aviation Department recommends the following change:

1. Increase the contract amount \$850,120.75.

Twenty-eight (28) passenger loading bridges (PLBs) were originally contracted by American Airlines to be delivered by October 2006. Eleven (11) of the bridges have been delivered and installed. However, due to delays in the North Terminal Development (NTD) program, delivery of the other 17 PLBs was delayed. The delivery of the PLBs will be 45-60 days in advance of the opening of new gates in accordance with the NTD Master Schedule. With this new delivery schedule, the cost of manufacturing the PLBs has increased. Thyssen provided a price proposal in the amount of \$970,671.06 for the increase. The proposal was reviewed by the North Terminal Development Change Management staff and a lump sum amount of \$820,349.75 was negotiated.

The revised cost to the County is still within what could be expected if the remaining PLBs were re-bid. With the negotiated price increase, the average price for the remaining PLBs will be \$346,024.72, which covers manufacturing, delivery and installation through October 2010. This compares to recent bids received by other South Florida airports where the average cost per PLB was approximately \$330,000 for manufacturing, delivery and installation through July 2008.

It should be noted that revised costs are for 16 of the 17 PLBs. Prior to assignment of this contract to the County, American Airlines had authorized the manufacture of one passenger loading bridge, which has not yet been delivered and installed. This PLB has been in storage at Thyssen's manufacturing facility in Ft. Worth, Texas. Thyssen requested \$31,279.60 for storage charges from 1/4/04 to 6/4/07 for this PLB. This request was reviewed by the North Terminal Development Change Management staff, and a final cost of \$29,771 was negotiated. Therefore, the full cost of the delayed delivery schedule for the PLBs is \$850,120.75.

2. Increase the contract amount \$655,393.25.

This contract was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and the County. As an American contract, American's contracting procedures allowed the on-site project manager to add contingency funds from the budget to the contract as needed to expeditiously authorize changes in the work to mitigate contractor delays when unforeseen conditions are encountered in the field or when other changes are required. County procedures, however, do not permit this unless there is an allowance account in the contract. In order to maintain the ability to deal on a timely basis with unforeseen conditions encountered in the field and to conform to County practices, an allowance account needs to be added to this contract.

This change order adds a general allowance account to the contract in the amount of \$655,393.25. The amount being added is 7.4% of the revised contract amount excluding this allowance. Adding this allowance account will not change the budget for the North Terminal Development (NTD) Program because the NTD Program has as part of its budget an amount of money allocated for contingencies. Additionally, any unused allowance account funds will be credited to the County when the contract is closed-out.

3. Additional contract provisions.

This change order also adds the necessary contract language to establish allowance accounts and work orders (the mechanism to authorize changed work), and incorporates language that authorizes the Aviation Director to execute work orders under the allowance account. Additionally, as this contract was based on standard American Airlines contract documents, many terms and conditions that are standard in MDAD/County contracts or are required by County ordinances and resolutions are not contained in this contract. This change order incorporates those standard provisions. Examples include:

- Changes to the indemnification wording to conform to Florida Statutes;
- Incorporation of Security Information Display Area and Airside Operations Area security requirements;
- Requirements regarding document (plans and specifications) security pursuant to Florida Statutes 119.071(3)(b);
- Incorporation of Inspector General and IPSIG requirements; and
- Making the contract subject to the laws of the State of Florida retroactively from the start of the contract.

The Department also recommends a retroactive contract time extension of 1,461 days from the original contract expiration date of October 10, 2006 to October 12, 2010 for non-compensable excusable delays resulting from delays in the NTD program.

	<u>Original Contract Values at Assignment</u>	<u>Previous Adjustments to Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$7,969,476.01	\$0.00	\$850,130.75	\$8,819,606.76	\$3,275,988.01	\$5,543,618.75
CONTINGENCY:	\$0.00	\$0.00	\$655,393.25	\$655,393.25	\$0.00	\$655,393.25
DEDICATED:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$7,969,476.01	\$0.00	\$1,505,524	\$9,475,000.01	\$3,275,988.01	\$6,199,012.00

	<u>Original Contract Duration</u>	<u>Previous Adjustments to Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	1486	0	1,461	2,947
CONTINGENCY:	0	0	0	0
TOTAL DURATION:	1486	0	1,461	2,947

Track Record/Monitor

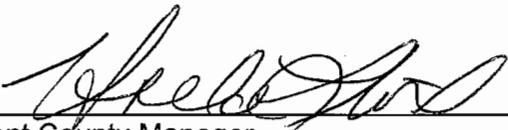
PRIME CONTRACTOR:

Thyssen Krupp Airport Systems, Inc.

CONTRACTOR PERFORMANCE:

No evaluations shown in CIIS database.
 Performance on existing contract is satisfactory.

COMPANY PRINCIPAL(S): Mark Jones, President
COMPANY QUALIFIER(S): Enver Sarilar
COMPANY EMAIL ADDRESS: tho.lo@ThyssenKrupp.com
COMPANY STREET ADDRESS: 3201 N. Sylvania Ave., Suite 100e
COMPANY CITY-STATE-ZIP: Fort Worth, Texas 76111
YEARS IN BUSINESS: Nine (9)
**PREVIOUS EXPERIENCE WITH
COUNTY IN THE LAST FIVE YEARS:** One contract totaling \$6,228,366
**SUBCONTRACTORS AND
SUPPLIERS:** None
**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



Assistant County Manager

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD 1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Add a General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$655,393.25
2	Extend the Contract Time by 1461 days to October 12, 2010 JUSTIFICATION: COUNTY REQUESTED CHANGE	\$0.00
3	Increase the Contract Amount to pay for increased costs of manufacturing 16 passenger loading bridges JUSTIFICATION: COUNTY REQUESTED CHANGE	\$820,349.75
4	Increase the Contract Amount to pay for storage for a completed passenger loading bridge JUSTIFICATION: COUNTY REQUESTED CHANGE	29,771.00
5	Add new contract terms and conditions to Exhibit O, as shown beginning on page 3 of this Change Order, to conform the Contract to MDAD standards JUSTIFICATION: COUNTY REQUESTED CHANGE	\$10.00

SUPPLEMENTAL INFORMATION

Item 1: Add a General Allowance Account
JUSTIFICATION: COUNTY REQUESTED CHANGE

This Contract was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds more funds to the Allowance Account to provide sufficient funding for unforeseen conditions for the remainder of the project and possible scope changes that may be required due to other, interfacing projects.

Item 2: Extend the Contract Time by 1461 days to October 12, 2010
JUSTIFICATION: COUNTY REQUESTED CHANGE

Twenty-eight (28) passenger loading bridges (PLBs) were originally contracted by American Airlines to be delivered by October 2006. Due to delays in the North Terminal Development (NTD) program, delivery of 17 PLBs was delayed. The new estimated time for delivery calls for two PLBs to be delivered in 2007, one PLB in 2008, and the remaining PLBs delivered in 2010.

Item 3: Increase the Contract Amount to pay for increased costs of manufacturing 16 passenger loading bridges
JUSTIFICATION: COUNTY REQUESTED CHANGE

With the delay in the delivery of the 17 PLBs and the new delivery schedule, the cost of manufacturing the PLBs has increased. The increased cost of manufacturing 16 PLBs (one has been manufactured; see Item 4 below) is depicted in Attachment B, hereto.

Item 4: Increase the Contract Amount to pay for storage for a passenger loading bridge
JUSTIFICATION: COUNTY REQUESTED CHANGE

Prior to assignment of this Contract to the County, American Airlines authorized the manufacture of one passenger loading bridge, which has not yet been installed. This PLB has been in storage at the Contractor's manufacturing facility in Ft. Worth, Texas. This Item will pay for the storage costs from 1/4/04 to 6/4/07.

Item 5: Add new contract terms and conditions to Exhibit O, as follows, to conform the contract to MDAD standards.

1. The following terms and conditions are in addition to the terms of the Agreement. Where provisions elsewhere in this Agreement may be contrary to or otherwise in conflict with the following terms and conditions, the terms and conditions in this Change Order shall take precedence. All other terms and provisions of the Agreement remain in full force and effect,

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO MDAD-1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

Item 2 Cont'd.

except as hereafter amended.

- A. Except with respect to the references to "American" in Article 12, Indemnity, in all other instances where American is referenced, such reference shall be construed to mean Owner; provided, however, where there are references to both American and the County and such construction would mean a reference to Owner and County, then the reference to American shall be deleted. All references to American in Article 12, Indemnity, shall remain in full force and effect.
- B. In all instances where Change Order is referenced, change such references to Change Order or Work Order as determined by Owner.
- C. ADD the following definitions:
 - a. Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special 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.
 - b. 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 Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.
 - c. Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.
- D. DELETE Section 7.1 and ADD new Section 7.1 as follows:
 - 7.1 The Owner shall have the right to add to or delete any portion of the work contained in this Contract. Such addition or deletion will be ordered and the Contract Sum and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with Section 7.3.
- E. ADD the following Section 7.6:
 - 7.6 Allowance Account(s)
 - a. Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".
 - 1. The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor 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; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

Item 2 Cont'd.

2. These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contract is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.
 - b. At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.
 - c. Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).
 - d. The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If the Owner rejects bids, the Contractor shall solicit additional bids for submittal.
 - e. No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
 - f. At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- F. DELETE Section 12.1 and ADD the following Section 12.1:
- 12.1 In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify and hold harmless the County and American, their officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.
- G. DELETE Section 15.5. and ADD the following new Sections 15.5 and 15.6:
- 15.5 Inspector General: Pursuant to Miami-Dade County Code Section 2-1076, Miami-Dade County has established the Office of Inspector General, which may perform random audits, inspections and reviews of all County contracts throughout the duration of each contract.

The Miami-Dade County Inspector General is authorized to make investigations of county affairs and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract.

Upon 10 days prior written notice to the Contractor from the Inspector General the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract,

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO MDAD-1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

Item 2 Cont'd.

including, but no limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instruction, financial documents construction documents, 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 records, and supporting documentation for the aforesaid documents and records.

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

Nothing in this contract shall impair any independent right of the County to conduct audit 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 Contractor or third parties.

- 15.6 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 Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement requirements; 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 limited to, project design, establishment of bid specifications, bid submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar days written notice to the 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 Agreements, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful sub-Contractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Agreement documents; back-charge documents; and all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

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

Nothing in this Agreement shall impair any independent right of the County to conduct audit 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 Contractor or third parties.

- H. ADD the following Sections 22.2 though 22.17:

- 22.2 Contractor acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).
- 22.3 In order to maintain high levels of security at MIA, Contractor must obtain MDAD photo identification badges for all Contractor employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO MDAD-1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

Item 2 Cont'd.

Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. 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 five employees. Photo identification badge employee must have escorted employees within line of sight and be able to respond to any challenges.

- 22.4 The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who Contractor requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport 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 Contractor or upon final acceptance of the work or termination of this Contract. Contractor will be responsible for fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.
- 22.5 All employees of the Contractor, Subcontractors, or Trade Contractors who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted 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 referenced areas. 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. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Contractor must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, 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.
- 22.6 Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. 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 Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.
- All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.
- 22.7 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 Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operations Division in writing 24 hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.

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MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO MDAD-1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

Item 2 Cont'd.

- 22.8 Only Contractor management level staff, supervisors and foremen with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The 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 Secured/AOA/SIDA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.
- 22.9 The 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor or Subcontractor from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, 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, DHS, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.
- The Contractor acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas 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, DHS, CBP, , FAA, and MDAD access control policies and procedures.
- 22.10 The Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 22.11 The Contractor understands and agrees that all persons 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 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 Contractor.
- 22.12 Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the 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 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 Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.
- 22.13 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 requirements of MDAD or of the TSA/DHS/CBP/y/FAA.
- 22.14 The Contractor shall ensure that all 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.

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

Item 2 Cont'd.

- 22.15 Contractor agrees that it will include in all contracts and subcontracts with its MIA subcontractors, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Contractor's subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- 22.16 In addition to the foregoing, the Contractor shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Contractor employees that will be involved within the CBP/FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Contractor personnel.
- 22.17 The employee(s) of the successful Bidder 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 successful Bidder shall provide employee(s) competent and physically capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable.

I. ADD the following new Sections 28.2 and 28.3:

- 28.2 In accordance with Florida Statutes 119.071(3)(b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
- 28.3 In addition to the above requirements in Section 28.2, the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed, which may include but is not limited to:
- a. Each employee of the Contractor and Subcontractor(s) that will be involved in the project, shall sign an agreement (Confidentiality Affidavit) stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Section 28.2.
 - b. The Contractor and its Subcontractor(s) agree in writing that the project documents are to be kept and maintained in a secure location.
 - c. Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
 - d. A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

J. In Article 37, DELETE Section 37.1 and ADD new Section 37.1 as follows:

- 37.1 This Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO MDAD-1

PROJECT NO. B762B

DATE: 2/23/07

PROJECT NAME: MIA PASSENGER LOADING BRIDGES/FIXED WALKWAYS

TO CONTRACTOR: THYSSEN KRUPP AIRPORT SYSTEMS, INC

Item 2 Cont'd.

competent jurisdiction in Miami-Dade County, Florida. This provision shall apply retroactively from the September 17, 2002, date of this contract.

K. DELETE Section 41.1 and ADD new Section 41.1 as follows:

41.1 All invoices, contracts, copies of notices, and other correspondence to the Owner shall be addressed to the Aviation Department, Miami International Airport, Facilities, P.O. Box 592075, Miami, Florida, 33159, in care of the Assistant Director, Facilities Division..

L. ADD the Confidentiality Affidavit shown as Attachment A, hereto.

JUSTIFICATION: COUNTY REQUESTED CHANGE

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a number of MDAD/County contract provisions. This item adds such provision to the Contract.

RELEASE OF CLAIM

In consideration of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, Contractor agrees as follows:

Items 1 through 4 of this Change Order modify the Contract by amending certain terms and conditions of the Contract, increasing the Contract Amount by \$1,505,524.00 and extending the Contract Time by 1461 calendar days. In consideration of and conditional upon payment to Contractor by Miami- Dade County (hereinafter "County") of the \$1,505,524.00 amount, the Contractor releases County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for all events occurring prior to June 1, 2007, arising out of or in connection with the Contract. The Contractor accepts Items 1 through 4 of the Change Order as full accord and satisfaction of all time and monies due it under or in connection with the provisions of the Change Order.

In addition, Item 5 of this Change Order creates funding for Owner's General Allowance Account within this Contract but does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, will contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

Change Order No. MDAD 1

MDAD Project No. B762B

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FD5.115 2/99

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CONFIDENTIALITY AFFIDAVIT

STATE OF

TEXAS

COUNTY OF

TARRANT

Before me, the undersigned authority appeared, LAURA SUAREZ
Who stated:

1. This affidavit is for the Bid / Proposal Documents for: MIAMI DADE COUNTY

Project Name: Project No. MIA PASSENGER LOADING BRIDGES & FIXED WALKWAYS, # B762B

2. I am the (Sole Proprietor) (Partner) (President) (Authorized Representative) for:

ThyssenKrupp AIRPORT SYSTEMS, INC.
(Company Name of Bidder / Proposer)

3201 N. Sylvania Ave. Suite 100E, Ft. Worth, TX 76111
(Address of the Company that is the Bidder / Proposer)

3. I am a licensed architect, engineer or contractor, who may perform work on, or related to, the above identified project, and have the express authority to sign this affidavit and agree to all of the conditions stated herein,

4. Pursuant to Florida Statutes:

a. § 281.301, "Security systems; records and meetings exempt from public access or disclosure.--Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions, and information relating to the security systems for any privately owned or leased property which is in the possession of any agency as defined in s. 119.011(2), including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

b. § 331.22, "Certain information exempt from disclosure.--Airport security plans of an aviation authority created by act of the Legislature or of an aviation department of a county or municipality which operates an international airport are exempt from provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. In addition, photographs, maps, blueprints, drawings, and similar materials that depict critical airport operating facilities are exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, to the extent that an aviation authority created by act of the Legislature or an aviation department of a county or municipality which operates an airport reasonably determines that such items contain information that is not generally known and that could jeopardize the security of the airport; however, information relating to real estate leases, layout plans, blueprints, or information relevant thereto, is not to be included in this exemption. The exemptions in this section are applicable only to records held by an aviation authority created by act of the Legislature or to records of a county or municipal aviation department that operates an airport."

c. § 119.071(3)(b), "Security.--Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2007, unless reviewed and reenacted by the Legislature."

5. By signing this affidavit, I am certifying that I understand that the records indicated in paragraph 1, above, may contain confidential and/or exempt information related to airport facilities, and I agree and bind the above named company to maintain the confidential and/or exempt status of that information in accordance with the Florida Statutes § 281.301, § 331.22, and § 119.071(3)(b).

CFO / Treasurer
(Title)

LAURA SUAREZ
(Signature)
(Print Name of Signatory)

The above instrument was sworn to and subscribed before me this MARCH 12th day of 20 07, by

() who is personally known to me,
() who has produced _____ as identification: and who

() did () did not take an oath.

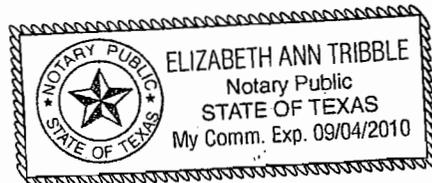
Elizabeth Ann Tribble
(Signature of Notary Public)

(NOTARY STAMP)

ELIZABETH ANN TRIBBLE
(Print, type or stamp name of Notary Public)

Notary Commission Number: _____

My Commission Expires: 09-04-2010





Schedule Of Value

No. PLB	Gate	Description	Current Completion Dates	Extension in Months	Costs		
					Labor	Material	
1	D37	PLB Manufacturing Cost	January 1, 2007	12	\$7,837.92	\$5,490.31	
2	D38	PLB In Storage			\$0.00	\$0.00	
		Engineering			\$66.38		
		Installation			\$1,069.38		
Assume PLB Jan '2007 Delivery					Subtotal	\$8,973.68	\$5,490.31
					One-year Extension Total	\$14,463.99	
3	D25	PLB Manufacturing Cost	January 1, 2008	24	\$18,565.83	\$11,310.04	
		Engineering			\$135.41		
		Installation			\$2,202.92		
Assume PLB Jan '2008 Delivery					Subtotal	\$20,904.16	\$11,310.04
					Two-year Extension Total	\$32,214.20	
4	D21	PLB Manufacturing Cost	January 1, 2009	36	\$24,413.95	\$17,478.95	
5	D23	PLB Manufacturing Cost	January 1, 2009	36	\$24,952.80	\$17,478.95	
6	D26	PLB Manufacturing Cost	January 1, 2009	36	\$24,952.80	\$17,478.95	
7	D27	PLB Manufacturing Cost	January 1, 2009	36	\$24,952.80	\$17,478.95	
8	D28	PLB Manufacturing Cost	January 1, 2009	36	\$36,058.09	\$17,478.95	
9	D29	PLB Manufacturing Cost	January 1, 2009	36	\$24,144.42	\$17,478.95	
10	*D30	PLB Manufacturing Cost	January 1, 2009	36	\$24,952.80	\$17,478.95	
11	D31	PLB Manufacturing Cost	January 1, 2009	36	\$24,952.80	\$17,478.95	
12	D32	PLB Manufacturing Cost	January 1, 2009	36	\$23,634.41	\$17,478.95	
13	D33	PLB Manufacturing Cost	January 1, 2009	36	\$24,144.42	\$17,478.95	
14	D34	PLB Manufacturing Cost	January 1, 2009	36	\$23,393.73	\$17,478.95	
		Engineering			\$2,279.16		
		Installation			\$37,449.26		
Assume PLB Jan '2010 Delivery					Subtotal	\$320,281.45	\$192,268.40
* TKAS record Gate D35					Three-year Extension Total	\$512,549.85	
15	D36	Apr-05	January 1, 2010	48	\$34,287.89	\$24,017.99	
16	D41	May-05	January 1, 2010	48	\$33,177.09	\$24,017.99	
17	D50	Oct-04	January 1, 2010	48	\$32,145.55	\$24,017.99	
		Engineering			\$845.58		
		Installation			\$14,034.38		
Assume PLB Jan '2010 Delivery					Subtotal	\$114,490.49	\$72,053.97
					Four-Year Extension Total	\$186,544.46	
					Total Labor and Material For (16) PLBs	\$745,772.51	
					Sales, General and Administrative (Mark Up 10%)	\$74,577.24	
					Total Adjusted Amount	\$820,349.75	

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CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Change Order No. MDAD1
MDAD Project No. B762B
Page 12 of 15
FD5.115 2/99

PROJECT: Passenger Loading Bridges and Fixed Walkways
(name, address) Miami, FL

TO (General Contractor)
American Airlines, Inc.
Miami, FL

BOND NO.: 8191-95-65
ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE: September 17, 2002

Sub-CONTRACTOR:

ThyssenKrupp Airport Systems, Inc.
3201 N. Sylvania Avenue, Suite 100E Fort Worth TX 76111

In accordance with the provisions of the Contract between the General Contractor and the Sub-Contractor as indicated above, the
(here insert name and address of Surety Company)

Federal Insurance Company
15 Mountain View Road Warren NJ 07059 SURETY COMPANY,

on bond of (here insert name and address of Sub-Contractor)

ThyssenKrupp Airport Systems, Inc.
3201 N. Sylvania Avenue, Suite 100E Fort Worth TX 76111 Sub-Contractor,

hereby approves of the final payment to the Sub-Contractor, and agrees that final payment to the Sub-Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of General Contractor)

American Airlines, Inc.
Miami, FL General Contractor

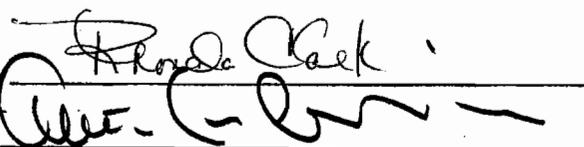
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

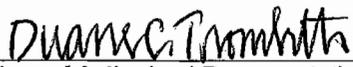
the Surety Company has hereunto set its hand this 13th day of March, 2007

Federal Insurance Company
Surety Company

Attest:
(Seal):



Anett Cardinale, Florida Licensed Resident Agent
813-281-2095


Signature of Authorized Representative

Duane C. Trombetta Attorney-in-Fact
Title Surety Phone No. 312-621-4700

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

STATE OF ILLINOIS
COUNTY OF COOK

On this 13th day of March, 2007, before me personally came Duane C. Trombetta to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Rhonda Clark
NOTARY PUBLIC

My Commission Expires

July 14, 2009

20



Chubb
Surety

POWER
OF
ATTORNEY

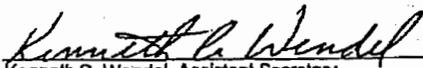
Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

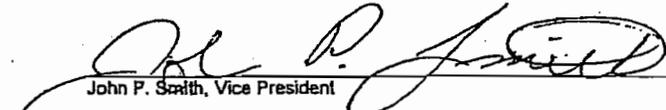
Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

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 John K. Johnson, Patricia M. Stein, Adrienne C. Stevenson, Candice T. Stevenson and Duane C. Trombetta of Chicago, Illinois

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 24th day of January, 2006.


Kenneth C. Wendel, Assistant Secretary


John P. Smith, Vice President

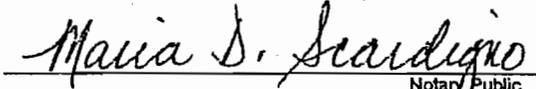
STATE OF NEW JERSEY
County of Somerset ss.

On this 24th day of January, 2006 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



MARIA D. SCARDIGNO
Notary Public, State of New Jersey
No. 2229781
Commission Expires Sept 25, 2009


Notary Public

CERTIFICATION

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

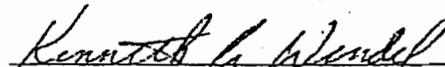
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. 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 March 13, 2007




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



RESIDENT
LICENSE

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE
General Lines, Prop & Casu

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 649.385 Florida Statutes.
4. THIS LICENSE IS THE PROPERTY OF THE FLORIDA DEPARTMENT OF INSURANCE. PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY IF LOST OR STOLEN.