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

Memorandum

MIAMI-DADE COUNTY

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

Resolution No. R-1419-09

Date: December 15, 2009

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Change Order No. MDAD-5, Siemens Energy & Automation, Inc., North Terminal Development Program MIA NTD Baggage Handling System Installation, Project No. B703A1, which increases the Contract Amount by $46,000,000.

RECOMMENDATION

The attached Change Order No. MDAD-5 with Siemens Energy & Automation, Inc. ("Siemens") is recommended for approval by the Board. This change order increases the general allowance account by $46,000,000 for the purposes described in this memorandum.

This agreement was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction, and Financing Agreement between American Airlines, Inc. and Miami-Dade County approved by the Board on June 21, 2005 by Resolution No. R-735-05.

CHANGE ORDER NO.: MDAD-5

Scope

PROJECT NAME: MIA NTD Baggage Handling System Installation

PROJECT NO.: B703A1

CONTRACT NO.: MIA-703A

PROJECT DESCRIPTION: Design, manufacture, fabrication, transportation, installation, testing and commissioning of a new, fully complete, fully operational project baggage system for the North Terminal Development ("NTD") program at Miami International Airport ("MIA"). The scope of work also includes the demolition, removal, and disposal of existing equipment and machinery currently in operation and transportation of same to a storage site at MIA.

PROJECT LOCATION: Miami International Airport

PRIMARY COMMISSION DISTRICT:	Miami International Airport is located primarily within Commission District Six, Rebeca Sosa. However, the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Aviation Department
MANAGING DEPARTMENT:	Aviation Department

Fiscal Impact/Funding Source

CHANGE ORDER FUNDING SOURCE:	Future Aviation Revenue Bonds
PTP FUNDING:	No
GOB FUNDING:	No
CHANGE ORDER DESCRIPTION:	Increase the contract amount by $46,000,000.

Monetary Justification:

On June 21, 2005, by Resolution No. R-735-05, the Board approved the Fourth Amendment to the Lease, Construction, and Financing Agreement between American Airlines, Inc. and Miami-Dade County that transferred the responsibility of completing the NTD Program to the County. American Airlines' agreement with Siemens was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction, and Financing Agreement. Concurrently, the Board approved a Claims Administration Agreement with American giving the County authority to defend, settle and/or adjudicate claims against American on the NTD Program.

The original agreement with Siemens called for a substantial completion date of April 25, 2006 and a final completion date of May 25, 2006. No time or money-related adjustments were made to the contract prior to its assignment to the County dealing with past delays, inefficiencies, or other claims even though as of the date of assignment the projected contract completion date based on prior program delays was October 2009. On June 6, 2006, the Board, by its adoption of Resolution No. R-637-06, approved Change Order No. MDAD-1 that created a General Allowance Account in the amount of $6,500,000 and added Miami-Dade Aviation Department ("MDAD" or "County") standard contract language. These monies were to be used to expeditiously authorize changes in the work to mitigate contractor delays when unforeseen conditions were encountered in the field or for when other changes were required.

Since the County's assumption of the Siemens' agreement from American, MDAD staff had been working to resolve the costs to complete this project. The milestone and completion dates of the existing contract needed to be adjusted to be consistent with the current NTD schedule. The overall NTD schedule requires various completion dates of the BHS contractor including the critical milestones of Phase 1 ("New NTD West and Central Sortation Matrices Operational (Phase 1) includes TSA acceptance") by July 28, 2009, Phase II ("BHS Phase II Testing, Areas 4, 5, and 6 includes TSA acceptance") by May 19, 2010, substantial completion date by February 28, 2011, and final completion by March 31, 2011.

On June 3, 2008 by Resolution No. R-613-08, the Board approved Change Order No. MDAD-3 which increased the general allowance account by $43,465,296 to: 1) procure the NTD schedule including the critical milestone dates described above and pay for any escalation of labor and materials, additional project management and construction management, and other contract obligations and impacts through the date of Final Completion due to project delays not caused by the Contractor. Escalation and all other costs or claims arising through May 31, 2006 were resolved between the County and Siemens via Change Order MDAD-2 for $999,900 which was ratified by the Board by Resolution No. R-1209-07 on November 6, 2007; 2) pay for future identified changes by the Transportation Security Administration; 3) pay for unforeseen conditions that may further be encountered during the course of construction; and 4) pay for any increased bond cost.

MDAD staff, with the help of its dispute resolution and avoidance consultant, Alpha Construction and Engineering Consultant, and baggage handling consultant, URS Corporation Southern, were able to reach a mutually agreeable lump sum agreement for the cost to complete the project. This agreement was memorialized in Work Order No. 1-13 in December 2008 for $32,601,429. This work order modified the project schedule by requiring Siemens to meet and adhere to the NTD Schedule "Revised Baseline MGC Construction Schedule MGC_RB1_UP03, June 2008" that included the critical milestones described above, settled and paid for any and all claims, damages, disputes, and causes of action for the period between May 31, 2006 through the extended Final Completion Date of March 31, 2011, and added updated baggage system site acceptance, commission and testing requirements, and new Transportation Security Administration ("TSA") requirements. The work order stated that Siemens must produce a Transportation Security Administration ("TSA") compliant baggage handling system ("BHS") in accordance with the TSA Planning Guidelines and Design Standards for Checked Baggage Inspection Systems (PGDS) manual dated 8/11/06. There were some items that the Work Order did not pay for and those included: 1) enhancements, testing, and other related requirements which are either mandated by the PGDS manual dated 10/10/2007 that improve the efficiency of the BHS and are contemplated by the TSA funding agreement (Other Transaction Agreement) or requested by MDAD to accommodate airline operations; and 2) unresolved items that Siemens reserved its rights to continue seeking remuneration for amounts not to exceed $6,987,679 and an extension of contract time of 101 days. The remaining balance in the general allowance account after the execution of Work Order #1-13 was $17,292,151.

After the execution of Work Order No. 1-13, there were significant events that have affected the design and make-up of the proposed baggage handling system. After the execution of Work Order No. 1-13 there were a series of meetings at different times and with various groups attending including American Airlines, MDAD, TSA and consultants. The purpose of these meetings was to reexamine the operational viability of the baggage handling system after making the necessary TSA modifications. As a result of those meetings, there were several elements of the baggage handling system that MDAD and its consultants, as well as American Airlines did not believe would now be workable or would perform optimally. MDAD and its consultants and American Airlines were concerned that the baggage handling system would not achieve the necessary parameters for American's hub operations and would unnecessarily delay the timely movement of passengers and baggage. The working group developed design solutions that would correct the discovered deficiencies of the system these included a new West Matrix and crossovers. The cost to achieve the collective design solutions is estimated at $29,300,000.

Additionally, this change order funds: enhancements, testing, and other related requirements which are either mandated by the PGDS manual dated 10/10/2007 that improve the efficiency of the BHS and/or are regulatory changes of the TSA; potential delay claims stemming from when Siemens' reserved its rights in Work Order No. 1-13, County requested changes to the BHS such as program and software control improvements, emulation support, additional testing and commissioning, additional power requirements for enhancements, provision of fire security K-1 doors, changes to make up unit no. 62 (Big Bertha), modification to the Regional Commuter Facility interconnection with the BHS, and this grouping also includes the correction of design errors/omissions and any other unforeseeable and unforeseen items. With the exception of other unforeseeable changes it is believed we have identified the major changes that will be necessary to comply with TSA mandates and to provide an operationally functional and efficient system for American's hub operation.

In order to progress this work, MDAD had already authorized much of the work on a time and material basis. From this point forward it is a matter of receiving final cost proposals from Siemens for previously issued time and material work orders that have not already been converted to lump sum work orders; and, issuing work orders for any remaining needed work. The maximum amount needed for the changes based on the estimated costs from Siemens is $63,287,679. Prior to payment, these costs will be negotiated by MDAD with Siemens in order to arrive at a final amount payable. As mentioned above, there was $17,292,151 in the general allowance account after Work Order 1-13 was executed. Thus, this change order requests $46,000,000 in order to fund the difference.

According to the terms of the Fourth Amendment to the Lease, Construction, and Financing Agreement between American Airlines, Inc. and Miami-Dade County, the County agreed to install the baggage handling system, which had been original designed under American Airlines' supervision (the "Enhanced System"), on an "as-is," "where is," and "with all faults" basis without any representation or warranty by the County whatsoever as to the adequacy of the Enhanced System or its fitness for any particular purpose. The Fourth Amendment goes on to state that the County shall have no liability for damages, including consequential damages, to American if the Enhanced System fails to function as designed or due to a design defect. Because the top priority at this time is the successful completion of the system, the County and American have agreed that this change order is necessary. The County does not relinquish any rights pursuant to the Fourth Amendment by approving this change order.

MDAD will negotiate with all parties with respect to the additional costs that are included in this change order.

NTD Recovery Plan:

One of the significant achievements of Work Order No. 1-13 was that it required Siemens to meet and adhere to the NTD schedule. As mentioned above, this NTD schedule had a few critical milestones for the BHS. Of the critical milestones, the Phase 1 milestone in Siemens contract was a lynchpin of the NTD program and not meeting this date would have a rippling delay effect throughout the entire program. This major milestone would have allowed American Airlines to commence using the new BHS and move its operation to the new NTD ticket counters. This also would have cleared the way for the demolition of the Concourse C, the temporary Baggage Shed and the turnover of the remaining terminal areas to Parson-Odebrecht Joint Venture, (POJV) to construct the new Federal Inspection Services (FIS) facility.

Unfortunately, Siemens did not meet the Phase 1 milestone as prescribed by the contract. In February 2009, Siemens began informing MDAD of delays in the programming and installation of the BHS. A series of meetings and workshops were held, including one at Siemens' Headquarters Office in Dallas, to assess the seriousness and magnitude of the delays and explore schedule recovery and mitigation options. On July 21, 2009, Siemens reported an 11-month delay moving the BHS Phase 1 completion date to June 30, 2010.

In August, MDAD issued a letter advising Siemens that they had not completed the Phase 1 milestone and that pursuant to the provisions of the contract, the County is as a result of this failure entitled to liquidated damages for each day that passes without completion of the Phase 1 work. Siemens has countered that the County has requested too many changes and it simply underestimated what it would take in resources and time to incorporate the changes and complete base contract work. It should be noted that each of the work orders that were issued to Siemens included language that in no way would the changed work affect the Phase 1 delivery date of July 28, 2009.

The successful completion of the NTD program is of vital importance to the County, Miami International Airport, American Airlines and the community. So, the NTD project management team in concert with Siemens formed a solution-focused team to develop alternate methods of delivering the project without incurring an overall NTD program delay. Siemens was requested to submit a schedule combining Phase 1 and Phase 2. Siemens has done this and proposed a June 2010 completion date for Phase 1 and Phase 2 while trying to preserve the overall substantial and final completion dates. However, the latest submittal from Siemens indicates an overall final completion date of August 2011. Presently, the NTD project management team is reviewing this latest non-mitigated schedule to identify opportunities to preserve the February 2011 substantial completion and March 2011 final completion dates. In the event that a workable solution cannot be identified, the County would then need to consider extending the contract time in accordance with the provisions in the contract.

The delay in the Phase 1 completion date will have and is having a detrimental effect on multiple projects and contractors. The contractors that are primarily affected are POJV, MCM-Dragados J.V., and Marks Brothers, Inc. The team is working on a recovery plan to minimize the effects of this timing shift and identify opportunities for the contractors to pursue work in as smooth a manner as possible from this point forward and to preserve the present substantial completion dates of these contracts.

ORIGINAL AGREEMENT AMOUNT:

Original AA Contract Amount: $97,648,670
As Assigned to the County: $104,694,804

PREVIOUS COUNTY MODIFICATIONS:

MDAD Change Order No. 1 for a General Allowance Account for $6,500,000, MDAD Change Order No. 2 for $999,900 to settle claims through May 31, 2006 as described in this memorandum, MDAD Change Order No. 3 for a General Allowance Account of $43,465,296 as described in this memorandum, and MDAD Change Order No. 4 to add contract language mandated by federal law including DBE participation and Davis-Bacon wage requirements to enable the County to obtain federal reimbursement.

AMOUNT OF RECOMMENDED MODIFICATION: $46,000,000

ADJUSTED AGREEMENT AMOUNT: $201,660,000

PERCENT CHANGE THIS MODIFICATION FROM ASSIGNED AMOUNT: 43.94%

TOTAL PERCENT CHANGE FROM FROM ASSIGNED AMOUNT: 92.62%

	Original Contract Values at Assignment	Previous Adjustments to Values	This Change Order Values	Current Totals	Total Paid	Balance After Change Order
BASE:	$104,694,804.00	$999,900.00	$0.00	$105,694,704.00	$77,719,763.00*	$27,974,941.00*
CONTINGENCY:	$0.00	$49,965,296.00	$46,000,000.00	$95,965,296.00	$10,022,701.00*	$85,942,595.00*
DEDICATED:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTALS	$104,694,804.00	$50,965,196.00	$46,000,000.00	$201,660,000.00	$87,742,464.00*	$113,917,536.00*

* *(Above numbers based on invoice # 59)*

	Original Substantial Completion Date at Assignment	Previous Adjustments to Duration	This Change Order Duration	Current Completion Date (Substantial Completion)
BASE DURATION:	4/25/06	0	0	2/28/11
CONTINGENCY:	0	0	0	0
TOTAL DURATION:	4/25/06	0	0	2/28/11

INITIATING FACTOR(S) FOR CHANGE ORDER

Reason	Cost	Duration
Other Agency Requested Changes	$29,000,000	0
Regulatory TSA Changes	$12,000,000	0
County Requested Changes	$12,000,000	0
Unforeseen/Unforeseeable	$ 4,000,000	0
Testing	$ 5,000,000	0
Design Errors & Omissions	$ 600,000	0
Other	$ 400,000	0
Total	$63,000,000	0

Current Allowance Account $17,000,000

Additional Funding Needed (C/O #5) $46,000,000

Track Record/Monitor

PRIME CONTRACTOR:	Siemens Energy & Automation, Inc.
COMPANY PRINCIPAL(S):	Sadlowski Dennis, George Nolen, Harry Volande, Michael S. Williamson, Beverly Pacansky, Michael A. Troy
COMPANY QUALIFIER(S):	Arthur William Fernandez
COMPANY EMAIL ADDRESS:	Bernard.MacDonald@siemens.com
COMPANY STREET ADDRESS:	2700 Esters Blvd., Suite 200B P.O. Box 613209 DFW Airport
COMPANY CITY-STATE-ZIP:	Dallas, Texas 75261
YEARS IN BUSINESS:	Authority to do conduct business in the State of Florida 9/12/1977
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	None
SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):	First Tier Subs are D.C. Electric, Inc., Jordim International, Inc. and hardware suppliers: CNI, Bullock, Allen-Bradley, and J & J United Industries LLC
CONTRACTOR PERFORMANCE:	No information is available in the CIIS database for this Contractor. As reported in this memorandum, the Contractor has missed the critical Phase I milestone deadline, which is having a detrimental effect on multiple NTD projects and contractors. The NTD team continues to work with the Contractor on a schedule recovery plan to mitigate the impact of the delays.
CONTRACT MEASURES:	Change Order No. MDAD-4 which was retroactive to 10/1/07 (the beginning date for cost recognition by TSA for this project) changed the contract measures from CSBE to DBE to ensure eligibility for financial assistance of this project from the TSA. The DBE contract measure for this contract is now 8%. For the period of 9/30/07 to 10/7/09, Siemens has earned and has been paid $46,977,430.17, and the DBE subcontractors have earned and been paid $9,549,411.33. This represents a 20.33% DBE participation.

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: December 15, 2009

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

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

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

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

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

✓ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

8

Approved _____ Mayor

Veto _____

Override _____

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

12-15-09

RESOLUTION NO. **R-1419-09**

RESOLUTION APPROVING CHANGE ORDER MDAD-5 WITH SIEMENS ENERGY & AUTOMATION, INC. FOR NORTH TERMINAL DEVELOPMENT BAGGAGE HANDLING SYSTEM INSTALLATION, PROJECT NO. B703A1, IN THE MAXIMUM AMOUNT OF $46,000,000.00, APPROVING A CHANGE IN CORPORATE NAME, AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME

WHEREAS, 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 MDAD-5 with Siemens Energy & Automation, Inc., relating to North Terminal Development Baggage Handling System Installation, Project No. B703A1 at Miami International Airport, in substantially the form attached hereto and made a part hereof, which change order increases the contract amount by a maximum additional amount of $46,000,000.00; authorizes the substitution of Siemens Industry Inc as party to the Contract, and authorizes the County Mayor or Mayor's designee to execute same on behalf of the County.

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

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**nay**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of December, 2009. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

Bond No. 81883414

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO. MDAD-5 **PROJECT NO.** B703A1 **DATE:** October 9, 2009

PROJECT NAME: MIA NTD Baggage Handling System Installation

TO CONTRACTOR: Siemens Energy & Automation, 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.

ITEM NO.	DESCRIPTION	AMOUNT

ITEMIZATION AND DESCRIPTIONS BEGIN ON PAGE 2 OF THIS CHANGE ORDER

RECEIVED OCT 23 2009 MIAMI

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT AT ASSIGNMENT	$104,694,804.00
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED BY COUNTY	$50,965,196.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	$155,660,000.00
COST OF CONSTRUCTION CHANGES THIS ORDER	$46,000,000.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	$201,660,000.00
PER CENT INCREASE, THIS CHANGE ORDER	43.94%
TOTAL PER CENT INCREASE TO DATE	92.62%

REASON FOR CHANGE:
- x Regulatory Change
- x Other Agency Requested Change
- x Design Errors Change
- x Design Omission Change
- x County Requested Change
- x Unforeseen or Unforeseeable Change

EXTENSION OF TIME FOR ALLOWED BY THIS CHANGE 0 CALENDAR DAYS

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

MDAD — DEPARTMENT

Construction Fund (501) — FUNDS BUDGETED CODE

CERTIFIED BY

ACCEPTED BY: LEE SEWARD 10/9/09. — CONTRACTOR

Federal Insurance Company

Jeannette Portioni — SURETY Attorney-in-Fact

APPROVED: — BUDGET DIRECTOR

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

RECOMMENDED: — PROJECT MANAGER / CHIEF ARCHITECT/CHIEF ENGINEER

Dated: 10/13/09

By: County Mayor — DATE

APPROVED: — HNTB (CONSULTING ENGINEER), SMALL BUSINESS DEVELOPMENT

ATTEST:

APPROVED: — DEPARTMENTAL DIRECTOR

By: — Deputy Clerk

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, and Program Controls

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO. MDAD-5 PROJECT NO. B703A1 DATE: October 9, 2009

PROJECT NAME: MIA NTD Baggage Handling System Installation

TO CONTRACTOR: Siemens Energy & Automation, Inc.

ITEM 1 – INCREASE GENERAL ALLOWANCE ACCOUNT $46,000,000.00

1.1 Item 1 of this Change Order increases the General Allowance Account and is intended to provide adequate funding to complete the Project, including, but not limited to:

A. Potential changes by the Transportation Security Administration and other regulatory agencies.
B. Potential changes requested by the user(s) of the baggage handling system.
C. Unforeseen and/or Unforeseeable conditions that may further be encountered during the course of construction.

1.2 This Item No. 1 contemplates the following payment methods: lump sum, unit price, and/or time and materials.

RELEASE OF CLAIM

Item No. 1 of this Change Order. Item Number 1 of this Change Order provides funding for the Owner's General Allowance Account and 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, contain appropriate waiver and release clauses pertinent to the work description and cost provisions included therein.

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MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO. MDAD-5 **PROJECT NO.** B703A1 **DATE:** October 9, 2009

PROJECT NAME: MIA NTD Baggage Handling System Installation

TO CONTRACTOR: Siemens Energy & Automation, Inc.

RESERVED FOR POWER OF ATTORNEY

RESERVED FOR FLORIDA INSURANCE LICENSE

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 **Jeannette Porrini and Stacy Rivera of Farmington, 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 **9th** day of **October, 2009**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this **9th** day of **October, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

STEPHEN B. BRADT NOTARY PUBLIC NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014

Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this October 13, 2009

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY INCORPORATED JUL 16 1937 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