

# Memorandum



**Date:** May 4, 2010

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

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

**From:** George M. Burgess  
County Manager

Resolution No. R-473-10

**Subject:** Approval of Change Order No. 10 (Final) to the Parsons-Odebrecht JV CM@Risk  
Contract, South Terminal Program, Project No. H010A for a Value of \$2,557,136.80

## RECOMMENDATION

It is recommended that the Board approve the attached Change Order No. 10 (Final) to the Contract between Parsons-Odebrecht J.V. (POJV) and Miami-Dade County relating to the South Terminal Development Project at Miami International Airport (MIA). This Change Order increases the total contract amount by a net of \$2,557,136.80. This includes an increase of \$3,600,000 to settle the County's responsibilities and exposures under provisions of the contract, including Change Order No. 9, and a decrease of (\$1,042,863.20) as final reconciliation of contract costs.

**CHANGE ORDER NO.:** 10

## SCOPE

**PROJECT:** South Terminal CM at Risk

**PROJECT NO.:** H010A

**CONTRACT NO.:** H010A

**PROJECT LOCATION:** Miami International Airport

**PROJECT DESCRIPTION:** The South Terminal Program is a major expansion to the present terminal configuration. This program provides for additional Terminal space in excess of one million square feet, additions to and remodeling of Concourse H, a new Concourse J and extensive renovation and expansion, additional swing gates, added curb space, additional Federal Inspection Services (FIS) facilities, major concession space, MIA tenant office space, domestic and international bus stations, increased aircraft parking, extensive utility expansion and a Gate Control Tower to direct aircraft to gates on Concourses H and J.

**PROJECT LOCATION:** Miami International Airport (MIA)

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

**APPROVAL PATH:** Board of County Commissioners  
**USING DEPARTMENT:** Miami-Dade Aviation Department (MDAD)  
**MANAGING DEPARTMENT:** Miami-Dade Aviation Department (MDAD)

**FISCAL IMPACT/FUNDING SOURCE**

**CHANGE ORDER FUNDING SOURCE:** General Aviation Revenue Bonds Proceeds.  
**PTP FUNDING:** No  
**GOB FUNDING:** No  
**CHANGE ORDER DESCRIPTION:** Increase the Contract Amount by \$3,600,000.00 to resolve all obligations under the Contract, including but not limited to Item 5.15 of Change Order 9, decrease the contract amount by (\$1,042,863.20) as a result of final reconciliation for closure of the South Terminal Expansion Program, and eliminate the Annex 7 Scope Allowance that required a letter of credit for any latent defects in the Annex 7 Scope of Work. Instead, MDAD will retain \$250,000 to cover the first \$250,000 of costs associated with any potential latent defects related to the Annex 7 scope of work.

**MONETARY JUSTIFICATION**

The Aviation Department recommends the following changes:

1. Increase the base contract amount by \$3,600,000 to cover the cost of settling all Owner responsibilities remaining under this contract and to close the contract.

Of particular note, this change order settles Items 5.5, 5.6 and 5.15 from Change Order No. 9. Item 5.5 provided for certain County obligations to POJV related to a lawsuit with the Builder's Risk insurer. Item 5.6 provided that the County remained liable for possible additional premiums for the Builder's Risk insurance. Item 5.15 addressed a lawsuit by Hensel Phelps (a trade contractor to POJV) against POJV and provided that if Hensel Phelps was awarded more than \$24.4 million from the lawsuit, MDAD's share would be 85% of the first \$3.6 million plus 50% of the next \$20 million, up to a maximum amount of \$13.06 million. This Change Order No. 10 finalizes the County's obligations related to these issues and sets the County's financial exposure to these and any and all other issues at a final set amount of \$3,600,000.

2. Elimination of the Annex 7 Scope Allowance for any latent defects in the Annex 7 Scope of Work. There is no direct monetary impact to the contract for this change.

*2*

Annex 7 comprised the curtain wall scope of work. An allowance had been included to provide for a payment to POJV of \$250,000 in exchange for the submission by the curtain wall trade contractor (Enclos Corporation) of a 15 year letter of credit to cover latent defects, if any, in the curtain wall.

With this change the letter of credit will not be provided, and the County will keep the \$250,000. In exchange, if defects arise in the future (latent defects) in regard to the curtain wall, the first \$250,000 of costs to correct them will be absorbed by the County rather than by POJV or Enclos.

3. Decrease the general allowance account by (\$1,042,863.20) as final reconciliation of all remaining work orders under this contract.

In addition to the above, Change Order No. 10 provides for the retainage of \$503,450 until the satisfactory completion of five remaining punch list items. All other work on the South Terminal Program has either been completed and accepted, or credits have been taken.

|                | <u>Original Contract</u> | <u>Previous Adjustments</u> | <u>This Change Order Values</u> | <u>Final Contract Value</u> |
|----------------|--------------------------|-----------------------------|---------------------------------|-----------------------------|
| Base:          | \$581,254,464            | \$2,928,985                 | \$3,600,000.00                  | \$587,783,449.00            |
| Contingency: 1 | \$51,000,000             | \$142,443,027               | (\$1,042,863.20)                | \$192,400,163.80            |
| Dedicated: 2   | \$22,445,536             | (\$22,076,643)              | \$0.00                          | \$368,893.00                |
| Dedicated: 3   | \$4,000,000              | (\$4,000,000)               | \$0.00                          | \$0.00                      |
| Dedicated: 7   | \$0.00                   | \$13,966,822                | \$0.00                          | \$13,966,822.00             |
| Dedicated: 8   | \$0.00                   | \$8,212,877                 | \$0.00                          | \$8,212,877.00              |
| Dedicated: 9   | \$0.00                   | \$1,295,595                 | \$0.00                          | \$1,295,595.00              |
| Dedicated: 10  | \$0.00                   | \$11,629,337                | \$0.00                          | \$11,629,337.00             |
| Dedicated: 11  | \$0.00                   | \$6,000,000                 | \$0.00                          | \$6,000,000.00              |
| Dedicated: 12  | \$0.00                   | \$21,400,000                | \$0.00                          | \$21,400,000.00             |
| Totals         | \$658,700,000            | \$181,800,000               | \$2,557,136.80                  | \$843,057,136.80            |

|                    | <u>Original Contract Duration</u> | <u>Previous Adjustments to Duration</u> | <u>This Change Order Duration</u> | <u>Current Totals</u> |
|--------------------|-----------------------------------|-----------------------------------------|-----------------------------------|-----------------------|
| PHASE I DURATION:  | 900                               | 1882                                    | 0                                 | 1882                  |
| PHASE II DURATION: | 641                               | 1586                                    | 0                                 | 1586                  |
| CONTINGENCY:       | 0                                 | 0                                       | 0                                 | 0                     |
| TOTAL DURATION:    | 1541                              | 2486                                    | 0                                 | 2486                  |

**INITIATING FACTOR(S) FOR CHANGE ORDER**

| <b><u>Reason</u></b>            | <b><u>Cost</u></b>    | <b><u>Duration</u></b> |
|---------------------------------|-----------------------|------------------------|
| Regulatory Change               | \$0.00                | 0                      |
| Other Agency Requested Change   | \$0.00                | 0                      |
| Design Errors Change            | \$0.00                | 0                      |
| Design Omissions Change         | \$0.00                | 0                      |
| County Requested Change         | \$0.00                | 0                      |
| Unforeseen/Unforeseeable Change | \$0.00                | 0                      |
| <u>Other</u>                    | <u>\$2,557,136.80</u> | <u>0</u>               |
| Total                           | \$0.00                | 0                      |

**Track Record/Monitor**

**PRIME CONTRACTOR:** Parsons-Odebrecht J.V.

**COMPANY PRINCIPAL(S):** Thomas Barron  
Gilberto Neves

**COMPANY QUALIFIER(S):** Carlos Nunez (GC 016551)

**COMPANY EMAIL ADDRESS:** calmeida@odebrecht.com

**COMPANY STREET ADDRESS:** 7600 Corporate Center Dr., Suite 500

**COMPANY CITY-STATE-ZIP:** Miami, Florida 33126

**YEARS IN BUSINESS:** 8 years

**PREVIOUS EXPERIENCE WITH  
COUNTY IN THE LAST FIVE YEARS:** Based on the Firm History Report provided by the  
Department of Small Business Development, POJV has  
been awarded two (2) contracts with the County in the last  
five years for a total value of \$1,397,779,248.15 including  
\$513,459,716 in change orders.

**SUBCONTRACTORS AND  
SUPPLIERS (SECTION 10-34  
MIAMI-DADE COUNTY CODE):** Hensel Phelps Construction Company  
Jervis B. Webb  
Enclos Corporation  
Permasteelisa  
Kiewit Southern Company  
ADF International, Inc.  
Havens Steel Company  
ThyssenKrupp Aviation Systems, Inc.  
Solares Electric Services, Inc.  
BCL Company  
Bostic Steel, Inc.

H

|                                               |                                                                                                                                                            |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CSBE MEASURE AT AWARD:</b>                 | 7% (\$6,116,488) (CM at Risk Agreement)<br>14% (\$17,228,857) Trade Package.                                                                               |
| <b>CURRENT CSBE STATUS:</b>                   | 8% (\$6,976,625) (CM at Risk Agreement)<br>13% (\$14,930,607) Trade Package.                                                                               |
| <b>DBE MEASURES AT AWARD:</b>                 | 11% (\$29,421,831)                                                                                                                                         |
| <b>CURRENT DBE STATUS:</b>                    | 10% (\$24,498,011)                                                                                                                                         |
| <b>CONTRACTOR PERFORMANCE:</b>                | Performance on existing contracts is satisfactory.                                                                                                         |
| <b>COMPLIANCE DATA:</b>                       | A review of the History of Violations provided by the Department of Small Business development shows that as of March 5, 2010, POJV had had no violations. |
| <b>CONTRACT MANAGER<br/>NAME/PHONE/EMAIL:</b> | Juan Gonzalez – 305-876-8310<br>jagonzalez@miami-airport.com                                                                                               |
| <b>PROJECT MANAGER<br/>NAME/PHONE/EMAIL:</b>  | Juan Gonzalez – 305-876-8310<br>jagonzalez@miami-airport.com                                                                                               |

  
Assistant County Manager



# MEMORANDUM

(Revised)

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

DATE: May 4, 2010

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

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

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(1)(E)  
5-4-10

RESOLUTION NO. R-473-10

RESOLUTION RELATING TO SOUTH TERMINAL DEVELOPMENT PROJECT NO. H010A AT MIAMI INTERNATIONAL AIRPORT, APPROVING CHANGE ORDER 10 TO THE CONTRACT BETWEEN PARSONS-ODEBRECHT J.V. CM@RISK (POJV) AND MIAMI-DADE COUNTY, INCREASING THE CONTRACT BY A MAXIMUM AMOUNT OF \$2,557,136.80; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE CHANGE ORDER AND TO PERFORM ALL NECESSARY ACTIONS TO ENFORCE ITS TERMS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are 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. 10 to the contract with Parsons-Odebrecht J.V. CM@Risk (POJV) for the South Terminal Development Program at Miami International Airport, Project No. H010A, in substantially the form attached hereto, increasing the contract by a maximum amount of \$2,557,136.80; authorizes the Mayor or Mayor's designee to execute the change order and to perform all necessary actions to enforce its terms.

The foregoing resolution was offered by Commissioner **Dorrian D. Rolle**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

**Resolution No. R-473-10**

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of May, 2010. 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. *DBM*

Deborah Bovarnick Mastin

# Memorandum



**Date:** April 1, 2010

**To:** Jose Abreu, Director  
Aviation Department

**From:** Penelope Townsley, Director  
Department of Small Business Development

**Subject:** Project No. RFQ-MDAD-STE (MDAD H010A) Change Order No. 10

The Department of Small Business Development (SBD) has reviewed Change Order No. 10 for the subject project for compliance with the following sections of the Code of Miami-Dade County - the Community Small Business Enterprise (CSBE) Program and the Responsible Wage and Benefits Ordinances, §10-33.02 and 2-11.16. The South Terminal CM at Risk package was awarded to Parsons-Odebrecht (POJV) J.V. with a 7% CSBE goal.

This change order will increase the contract amount by \$2,557,136.80 to close out the contract and is not subject to the CSBE goal on the CM portion and trade packages. As of the most recent Monthly Utilization Report (MUR) reflecting payments for the period ending January 31, 2010, POJV achieved 8% CSBE participation and is in compliance with the CM goal.

Please do not hesitate to contact me at 305-375-3134 if you need additional information.

c: Alice Hidalgo-Gato, CMC Division Director, SBD  
Betty Alexander, PRA Division Director, SBD  
Patrice King, Administrative Officer, SBD

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**RECEIVED**  
APR - 5 2010  
**DIRECTOR**

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

CHANGE ORDER NO: 10 (Final)

PROJECT NO. H010A

DATE: 3/10/2010

PROJECT NAME: MIA South Terminal Program CM @ Risk

TO CONTRACTOR: Parsons Odebrecht J.V.

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           |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1        | Increase the Contract Amount to resolve all obligations under the Contract, including but not limited to obligations under Change Order No. 9, and to close out the Contract.<br><br>JUSTIFICATION: County Requested Change | \$3,600,000.00   |
| 2        | Eliminate the Annex 7 Scope Allowance for a letter of credit for any latent defects in the Annex 7 Scope of Work.<br><br>JUSTIFICATION: County Requested Change                                                             | \$0.00           |
| 3        | Final reconciliation for closure of the South Terminal Expansion Program<br><br>JUSTIFICATION: County Requested Change                                                                                                      | \$(1,042,863.20) |

**SUMMARY OF CONTRACT AMOUNT**

|                                                                                                                                                                                                                                                                                               |                                                            |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------|
| REASON FOR CHANGE:<br><input type="checkbox"/> Regulatory Change<br><input type="checkbox"/> Other Agency Requested Change<br><input type="checkbox"/> Design Errors Change<br><input type="checkbox"/> Design Omission Change<br><input checked="" type="checkbox"/> County Requested Change | ORIGINAL CONTRACT AMOUNT .....                             | \$658,700,000.00  |
|                                                                                                                                                                                                                                                                                               | COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED .....      | \$181,800,000.00  |
|                                                                                                                                                                                                                                                                                               | ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER .....  | \$ 840,500,000.00 |
|                                                                                                                                                                                                                                                                                               | COST OF CONSTRUCTION CHANGES THIS ORDER .....              | \$2,557,136.80    |
|                                                                                                                                                                                                                                                                                               | ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER ..... | \$843,057,136.80  |
|                                                                                                                                                                                                                                                                                               | PERCENT INCREASE, THIS CHANGE ORDER .....                  | 0.3%              |
|                                                                                                                                                                                                                                                                                               | TOTAL PER CENT INCREASE TO DATE .....                      | 21.9%             |

EXTENSION OF TIME ALLOWED BY THIS CHANGE 0 CALENDAR DAYS TO N/A

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

|                                                                             |                                          |                                                                                       |
|-----------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------------------------------------|
| DEPARTMENT                                                                  | FUNDS BUDGETED CODE                      | CERTIFIED BY                                                                          |
| ACCEPTED BY: <u>CLAUDIO ALMEIDA</u> CONTRACTOR                              | RECOMMENDED: <u>RONALD J. MARTIN JR.</u> | BUDGET DIRECTOR<br>MIAMI-DADE COUNTY, Florida<br>By its BOARD OF COUNTY COMMISSIONERS |
| <u>SEE ATTACHED SIGNATURE PAGE</u>                                          |                                          |                                                                                       |
| RECOMMENDED: <u>J.A. GONZALEZ</u> SURETY                                    | By: _____                                | County Mayor                                                                          |
| APPROVED: <u>[Signature]</u> PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER | DATE                                     |                                                                                       |
| RECOMMENDED: <u>[Signature]</u> HNTB CONSULTING ENGINEER                    | ATTEST: _____                            |                                                                                       |
| RECOMMENDED: <u>[Signature]</u> DEPT. BUSINESS DEVELOPMENT                  | By: _____                                | Deputy Clerk                                                                          |
| RECOMMENDED: <u>[Signature]</u> DEPARTMENTAL DIRECTOR                       |                                          |                                                                                       |

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

CHANGE ORDER NO: 10 (Final)

PROJECT NO. H010A

DATE: 3/10/2010

PROJECT NAME: MIA South Terminal Program CM @ Risk

TO CONTRACTOR: Parsons Odebrecht J.V.

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**SUPPLEMENTAL INFORMATION**

**ITEM 1:** Increase the Contract Amount by \$3,600,000.00 to resolve all obligations under the Contract, including but not limited to Item 5.15 of Change Order 9, and to close the Contract.

In Item 5.15 of Change Order 9, the Owner and POJV agreed to a course of action to avoid the unnecessary duplicate expenditure of legal fees, expert fees and costs by the Owner that would result from POJV adding the Owner as a third party defendant in the lawsuit styled *Hensel Phelps ("HPCC") v. Zurich et al*, Case No. 08-50457 CA 40 ("the Lawsuit"). Accordingly, the Owner remained exposed in the amount of \$13.06 million. This Change Order satisfies this exposure and all other Owner and POJV obligations under the Contract.

**ITEM 2:** In the Annex 7 (Curtain Wall) Scope Complement, Owner provided for a payment of \$250,000 in exchange for the submission by the Annex 7 Trade Contractor (Enclos Corporation) of a 15 year letter of credit to cover defects, if any, in the Annex 7 Scope of Work. Owner and Contractor agree that the letter of credit shall not be provided and Owner shall retain the \$250,000. Owner and Contractor further agree that in the event defects arise in regard to the Annex 7 Scope of Work, the first \$250,000 of costs associated therewith will be absorbed by Owner.

Transfer of funds from the Annex 7 Scope Complement allowance to be made through Allowance Account Work Order No. 1-3148.

**ITEM 3:** Owner and Contractor agree that the final reconciliation in regard to the Program is attached as Attachment I, which reflects a final Adjusted Contract Amount of \$843,057,136.80. This final Adjusted Contract Amount, which is also shown on the cover page, less previous payments, shall be paid to Contractor by Owner within fourteen (14) days of the Approval Date but no sooner than 21 days after Contractor submits an appropriate and complete pay application with an appropriate release of claim from POJV and the Trade Contractors or a consent of surety from POJV's surety; provided, however, the County has no obligation to pay Contractor the last \$375,000 of the final Adjusted Contract Amount until receipt by the County of an executed completion bond pursuant to Work Order No. 1-3150. Approval Date means the date of approval of this Change Order by the Board of County Commissioners and the Mayor of Miami-Dade County.

Owner agrees that all of the items on the B1 and B2 lists (with exception of the four items listed below in this paragraph and item 823 which has been closed on the basis described in Work Order No. 1-3150) attached to Change Order 9 have been completed or accepted or that the appropriate credits have been provided by Work Orders, with the sole exception of the scope of work to be performed arising from the use of acid in etching the rustic terrazzo in the curbside areas of the Project. This Change Order settles all disputed matters between the parties. The parties accept the terms of this Change Order and have agreed to its terms solely for their own convenience, without admitting liability or fault. There are four remaining items on the B2 list on which work is ongoing and which need to be completed. Retainage will be withheld in the amount identified on the B2 list (total amount of \$128,450 for Item Numbers: 49, 49J, 235, 335.) These retained amounts shall be paid to POJV by the County upon completion of these items in accordance with the terms of the Contract.

**FINAL RELEASE OF CLAIM**

In consideration of and conditional upon payment to Contractor by Miami-Dade County (hereinafter "County") of the final Adjusted Contract Amount shown on the cover page, which amount includes the final Pay Application in this contract and all credits due to Owner (including but not limited to credits for the remaining items on Attachment B2 to Change Order 9), the Contractor releases, County, and its officers, employees and agents from, and waives and relinquishes any and all claims, disputes or

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

**CHANGE ORDER NO:** 10 (Final)

**PROJECT NO.** H010A

**DATE:** 3/10/2010

**PROJECT NAME:** MIA South Terminal Program CM @ Risk

**TO CONTRACTOR:** Parsons Odebrecht J.V.

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causes of action it has or may have against the County, and its officers and employees and Owner's consultants (but if a consultant raises a claim against POJV or its partners, sureties, Trade Contractors, subcontractors, suppliers or vendors, at any tier, then such waiver against the particular consultant shall be null and void) arising out of, or in connection with this Change Order and the Contract; provided, however, that Contractor does not waive and expressly reserves all rights, claims, costs, damages, losses and liabilities that Contractor and its partners, Trade Contractors and Trade Contractors' subcontractors, suppliers, laborers and materialmen (at any tier) have relating to: (1) claims and defenses in regard to the County's exceptions to its waiver as set forth below; (3) all rights against any insurers for losses, expenses, costs or damages arising from the use of acid in etching the rustic terrazzo in the curbside areas of the Project; and (4) the first \$250,000 of costs associated with defects arising in regard to the Annex 7 Scope of Work as referenced in Item 3 above.

The Contractor accepts the Final Pay Application and the Final Contract Amount as full accord and satisfaction of all monies due it under or in connection with the Contract Documents and the work performed under the Contract Documents.

By accepting the work under this Contract, County waives all claims, disputes or causes of action it has or may have, that were or could have been asserted, against Contractor and its partners, sureties, Trade Contractors and POJV's Trade Contractors' subcontractors, suppliers, laborers and materialmen (at any tier) arising out of, or in connection with this Change Order, the Contract or the Project, whether known or unknown, except that County does not waive and expressly reserves the rights set out in Item 5.13 (sub items 5.13.4, 5.13.5 (with the exception that upon completion of the work described in Work Order No. 1-3150, the County waives any and all claims, except for latent defects claims, arising from the repair of the damage caused by the use of acid in etching the rustic terrazzo in the curbside areas of the Project), 5.13.6 to 5.13.10) of Change Order 9 and the County also expressly reserves all rights, claims, costs, damages, losses and liabilities with regards to POJV's exceptions to its waiver as set forth above. Owner and Contractor have read these provisions prior to executing this Change Order and understand their rights.

**Attachment "I" to Change Order No. 10**

**SOUTH TERMINAL - H010A CONTRACT RECONCILIATION**

|                                                       | H010A - Attachment - Order |                       | Reconciliation of    |                       | Balance Forward |                     |
|-------------------------------------------------------|----------------------------|-----------------------|----------------------|-----------------------|-----------------|---------------------|
|                                                       | (\$)                       |                       | Committed Funds (\$) |                       | Over/Under      |                     |
|                                                       |                            |                       | W01-3149             |                       |                 |                     |
| Pre-Construction Fees                                 | \$                         | 2,323,277.00          | \$                   | 2,323,277.00          |                 |                     |
| G & A Service Fee - Pre-Construction                  | \$                         | 639,857.00            | \$                   | 639,857.00            |                 |                     |
| Construction On-Site Service Fees                     | \$                         | 32,946,800.00         | \$                   | 32,946,800.00         |                 |                     |
| General Work Conditions Allowance                     | \$                         | 8,484,387.00          | \$                   | 8,484,387.00          |                 |                     |
| Construction Projects (Direct Cost Items)             | \$                         | 512,675,522.00        | \$                   | 512,675,522.00        |                 |                     |
| G & A Service Fee                                     | \$                         | 15,790,693.00         | \$                   | 15,790,693.00         |                 |                     |
| Profit Fee                                            | \$                         | 11,472,913.00         | \$                   | 11,472,913.00         |                 |                     |
| Authorized from Owner Contingency Account (1)         | \$                         | 193,288,621.84        | \$                   | 192,250,163.64        | \$              | (1,038,458.20)      |
| Authorized from Owner Dedicated Allowance Account (2) | \$                         | 368,893.16            | \$                   | 368,893.16            |                 |                     |
| Authorized from Inspector General & IPSIG Account     |                            |                       | \$                   |                       |                 |                     |
| Dedicated Allowance Acct. - TSA Requirements (7)      | \$                         | 13,966,822.00         | \$                   | 13,966,822.00         |                 |                     |
| Dedicated Allowance Acct. - PDS (8)                   | \$                         | 8,212,877.00          | \$                   | 8,212,877.00          |                 |                     |
| Dedicated Allowance Acct. - New Security Devices (9)  | \$                         | 1,300,000.00          | \$                   | 1,295,595.00          | \$              | (4,405.00)          |
| 2% Contingency (10)                                   | \$                         | 11,629,337.00         | \$                   | 11,629,337.00         |                 |                     |
| Dedicated Allowance Account (11)                      | \$                         | 6,000,000.00          | \$                   | 6,000,000.00          |                 |                     |
| Milestone Progress Stipends Allow. Account (12)       | \$                         | 21,400,000.00         | \$                   | 21,400,000.00         |                 |                     |
| Final Settlement Amount                               | \$                         | -                     | \$                   | 3,600,000.00          | \$              | 3,600,000.00        |
| <b>TOTAL</b>                                          | \$                         | <b>840,500,000.00</b> | \$                   | <b>843,057,136.80</b> | \$              | <b>2,557,136.80</b> |

Funds Required in Change Order 10                      \$                      2,557,136.80

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

CHANGE ORDER NO. 10

PROJECT NO. H010A

DATE: 3/10/2010

SIGNATURE PAGE FOR SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: Caroline K. Lamarre 3/11/2010  
Caroline K. Lamarre, Attorney-in-Fact

AMERICAN HOME ASSURANCE COMPANY

BY: Caroline K. Lamarre 3/11/2010  
Caroline K. Lamarre, Attorney-in-Fact

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**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Paul RODRIGUEZ, Claudette ALEXANDER, Caroline K. LAMARRE and Joseph M. PIETRANGELO, all of Miami, Florida, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings, 1. Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.** This power of attorney revokes that issued on behalf of Joseph M. PIETRANGELO, Olga IGLESIAS, Gicelle PAJON, dated April 4, 2006.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of July, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By:

*Theodore G. Martinez*

Gerald F. Haley

Assistant Secretary

Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 1st day of July, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

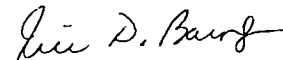
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 11<sup>th</sup> day of MARCH, 2010.



Assistant Secretary

POWER OF ATTORNEY

Power No. 13542

No. 83-B-06975

American Home Assurance Company

National Union Fire Insurance Company of Pittsburgh, PA.

Principal Bond Office 175 Water Street, New York, NY 10038

KNOW ALL MEN BY THESE PRESENTS:

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

Joseph M. Pietrangelo, Claudette Alexander, Caroline K. Lamarre, Paul S. Rodriguez, of Miami, Florida--

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

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

this 8th day of April, 2009



*Anthony Romano*

Anthony Romano, Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK } ss.

On this 8th day of April, 2009, before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JULIANA HALLENBECK

Notary Public, State of New York

No. 0114612501

Qualified in Fulton County

My Commission Expires April 16, 2013

CERTIFICATE

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

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

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

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

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

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

this 11th day of March 2010

*Elizabeth M. Tuck*

Elizabeth M. Tuck, Secretary



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Co No 10

Project No. H010A