

## **MEMORANDUM**

Agenda Item No. 11(A)(7)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** October 4, 2011

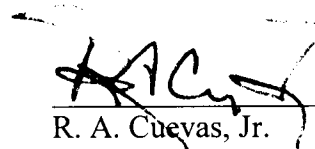
**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving Change  
Order No. 8 to the First Amended  
and restated contract between  
POJV and Miami-Dade County  
Resolution R-876-11

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**This item was amended at the 9-12-11 Regional Transportation Committee to reflect that the recommendation is being made by Deputy Mayor Osterholt rather than Mayor Gimenez; additionally, to reflect that Commissioner Heyman is sponsoring the item for placement on the agenda. The item is otherwise unchanged from the version submitted to the RTC.**

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



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R. A. Cuevas, Jr.  
County Attorney


RAC/up

# Memorandum



Date: October 4, 2011

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

From: Jack Osterholt   
Deputy Mayor

Subject: Change Order No. 8 for the North Terminal Development Project B780B, Contract No. B780B, increasing the Contract Amount by \$23,000,000

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## **RECOMMENDATION**

It is recommended that the Board approve the attached Change Order No. 8 between Parsons/Odebrecht Joint Venture (POJV) and Miami-Dade County, increasing the Contract amount by \$23,000,000 for the purposes described in this memorandum.

## **SCOPE**

**PROJECT NAME:** North Terminal Development (NTD)

**PROJECT NO.:** B780B

**CONTRACT NO.:** B780B

**PROJECT DESCRIPTION:** Construction of North Terminal Development (NTD) Consolidation Program, project design packages 737E, 737F, 737G, 739A, 739C, 739H, 739I, 740A, 745A/B, 746A, 747B, 747G, 756E, 775C, 776O, 776P and 779A

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

**PRIMARY COMMISSION DISTRICT:** This project is located within Commissioner Rebeca Sosa's District 6. 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

**MANAGING DEPARTMENT:** Miami-Dade Aviation Department

## **FISCAL IMPACT/FUNDING SOURCE**

The source of the \$23 million funding this Change Order No. 8 is the overall NTD Program Contingency Account that was funded in the last \$503 million bond sale. The Change Order does not increase the dollar amount of the approved NTD Budget and therefore no additional bond sale is required.

**MODIFICATION FUNDING SOURCE:** CIP Construction Funds

**PTP/GOB FUNDING:** No

**CHANGE ORDER DESCRIPTION:** Increase the Owner's Allowance Account by \$23,000,000.

### **BACKGROUND AND JUSTIFICATION**

As was reported to the Board in a June 7, 2011, memorandum, while the North Terminal Development is 94 percent complete and open to the public, Phases 1 & 2 of the Baggage Handling System (BHS), which are critical for the completion of the remaining NTD Program, are behind schedule. The delay is due to the complexity of this automated ticket-counter-to-gate delivery system and the performance measures necessary for an efficient airline hub operation.

In April 2011, the NTD Program Management and American Airlines (AA) attempted to transition to the new in-line system. Regrettably, during implementation of the live operations, issues were observed that would impact AA's anticipated operational levels. A contributing factor was that the volume of bags anticipated when the project was designed more than 10 years ago was significantly less than what AA now handles at Miami International Airport. In the past two years, AA has grown its MIA hub operations from about 200 outbound flights a day to more than 300 daily flights.

The delay in implementation of the North Terminal BHS has had a detrimental effect on multiple NTD projects and contractors. The North Terminal Federal Inspection Services (FIS) Facility project, which is under this contract with POJV, is the most impacted by the BHS delays, as a portion of the work cannot be completed until the old legacy baggage system is demolished upon full acceptance and functional operation of Phases 1 & 2 of the BHS

Subsequent to these additional delays in successful completion and transition to the new in-line BHS, the NTD program, which was anticipated for completion in November 2011, is now forecast for completion in November 2012. This one-year delay has a significant contractual liquidated indirect cost exposure to the Miami-Dade Aviation Department (MDAD) of about \$1.1 million per month. However, MDAD has historically been successful in negotiating a considerably smaller sum and expects to do the same in this case.

While the actual Baggage Handling System installation is performed under a separate contract between the County and Siemens Industries, Inc., the purpose of this change order is to mitigate and re-phase portions of work to minimize the impact of the delays and to replenish the contract's allowance account to perform additional work. Some of the additional scope includes but is not limited to the following:

- **Additional Lighting at Ramp Level:** The scope includes providing additional light fixtures at the ramp level as the lighting levels over the baggage conveyors were determined to be inadequate. This is necessary to ensure proper functioning, airline operation and safety for the baggage handling crew;
- **Switchgear Upgrade and new Feeder Cables:** The scope involves decommissioning and removal of existing generator and FPL 4900 vault and the transfer of the electrical power service to one of the new NTD vaults through new feeder cables;
- **Closed Circuit Television (CCTV) Head-end Equipment for MDAD Security Room (MSR) #5:** The scope involves providing and installing head-end equipment for CCTV, which was supposed to be provided by another CIP project, including all necessary connections, commissioning, and tagging;
- **Fire Suppression System for Automated People Mover (APM) Equipment Rooms:** The scope consists of providing an alternate clean-agent fire suppression system at each of the four APM Electrical Equipment Rooms (located at the fourth

level just below the APM Station Platforms) and APM Maintenance & Storage Facility (MSF) Electrical Room;

- **Additional Fire Suppression System for Eight MDAD Security Rooms (MSR):** The scope consists of providing an alternate clean-agent fire suppression system at each of the eight MSR rooms. This was part of the CIP project that was never executed; however, the work is needed for compliance;
- **Additional Elevator at D and Extension of Contract:** The scope involves completing elevator work in existing D left incomplete by previously terminated contractor, and extending the vendor (Kone) contract to complete the remaining work;
- **Additional Site Security Expenses:** Additional site security expenses include securing the construction workers' parking lot due to the extension in contract time;
- **Other Unforeseen/Design Changes in FIS:** As the demolition of existing areas in the older part of the terminal is progressing to make way for the new FIS, a significant number of utilities and unforeseen conditions are being encountered. The extent of field conditions related to relocation and rerouting of utilities, and to address code issues for non-compliance has been greater than typical for such kind of work.

**ORIGINAL AGREEMENT AMOUNT:** \$542,041,500

**PREVIOUS COUNTY MODIFICATIONS:**

In June 2005, the Board approved Change Order No. 1 (R-738-05 ) allowing the Aviation Director to authorize POJV to negotiate contracts with six key contractors that had been terminated by American Airline's original contractor Turner Austin Aviation Team (TAAT), and providing for an Owner's Allowance Account of \$38.9 million. Under this arrangement, MDAD bid the needed contracts out and POJV managed them.

In May 2007, Change Order 2 (R-624-07) implemented the First Amended and Restated Contract (FARC) which increased the contract amount by \$503,459,716 for an adjusted contract amount of \$1,045,501,216; increased contract time by 393 calendar days through June 2011; and gave POJV the authority to competitively bid projects. The County benefited from the FARC in that it settled all previous claims, added scope, and gave POJV fixed dollar amounts for core work and general conditions, as well as general, administrative and profit. In other words, Change Order 2 consolidated into the POJV contract the funding that the County would have had to directly and separately disburse to the trade contractors. These trade contractors actually construct the different projects as under the original agreement POJV could not self perform and was limited to the role of managing contractor.

Of the increased contract amount, the FARC allocated an additional \$125,562,667 to the Owner's Allowance Account to pay for known potential issues for which costs could be determined only after construction had started. These issues included commissioning, repairs of deficient work of previous contractors under TAAT, and soil and water treatment. An important feature/benefit of the Owner's Allowance Account established under the FARC was that it provided MDAD with the flexibility to apportion funds to potential projects not allocated in the contract for fear those expenditures would become a self-fulfilling prophecy and be taken for granted. Instead, MDAD funds these projects as they become necessary. It is from this account that the \$23 million is being drawn.

On July 1, 2008, the Mayor, or if authorized by the County Mayor the Airport Director, was given the authority to act on NTD Projects without prior Board approval (Ord.08-87) for projects totaling no more than \$542 million as funded in the Capital Improvement Program (CIP). Those actions included: advertise, determine selection committee members, accept or reject bids, negotiate professional services contracts, award, and amend any contract for services to be performed, facilities to be constructed, or goods to be incorporated in connection with the NTD.

The Airport Director could also issue notices to proceed, extend the contract time, waive liquidated damages for failure to comply with contract terms, modify those terms, increase or reduce in any amount the scope and compensation payable under any contract, and grant compensable and non-compensable time extensions.

Under that authority, which expired on January 1, 2011, the Aviation Director, via five Change Orders ratified by the Board, increased by \$45 million the POJV Owner's Allowance Account by reallocating unused funds from other completed NTD projects. Those Change Orders provided for: completion of C-D shell work left incomplete from the termination of the previous contractors; work related to the baggage handling mitigation plan, including a 153-calendar-day extension of the NTD Consolidated Project contract completion; work required to reopen Concourse A to the traveling public; global settlement for all time impacts to date, disputes and scope gap items for the A-B Infill project; and scope changes relating to security enhancements required by Customs & Border Protection (CBP) and the Transportation Security Administration (TSA).

**AMOUNT OF RECOMMENDED MODIFICATION:** \$23,000,000

**ADJUSTED AGREEMENT AMOUNT:** \$1,113,501,216

**PERCENT CHANGE THIS MODIFICATION:** 1.47%

**TOTAL PERCENT INCREASE SINCE THE RESTRUCTURE/CONSOLIDATION OF THE CONTRACT MAY 2007 (FARC)** 6.5%

**TOTAL PERCENT INCREASE ALL MODIFICATIONS:** 105.43%

	<u>Original Contract Values</u>	<u>Previous Adjustments to Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid (as of 7/31/11)</u>	<u>Balance After Change Order</u>
BASE:	\$433,300,000	\$435,037,861	\$0	\$868,337,861	\$828,937,654	\$39,400,207
CONTINGENCY:	\$38,900,000	\$131,662,667	\$23,000,000	\$186,562,667	\$141,903,033	\$44,659,634
DEDICATED:	\$69,841,500	(\$18,240,812)	\$0	\$51,600,688	\$48,986,935	\$2,613,753
<b>TOTALS</b>	<b>\$542,041,500</b>	<b>\$548,459,716</b>	<b>\$23,000,000</b>	<b>\$1,113,501,216</b>	<b>\$1,019,827,622</b>	<b>\$93,673,594</b>

	<u>Original Contract Duration</u>	<u>Previous Adjustments to Duration (including Work Orders)</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	1596	649	0	2245
CONTINGENCY:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL DURATION:	1596	649	0	2245

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

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
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	\$23,000,000.00	0
<u>Other</u>	<u>\$0.00</u>	<u>0</u>
Total	\$23,000,000.00	0

**TRACK RECORD/MONITOR**

**FIRM:** Parsons/Odebrecht Joint Venture

**COMPANY PRINCIPAL(S):** General Partners: Parsons Transportation Group Inc. and Odebrecht Construction, Inc. The names of the partners in the partnership registration statement filed with the State of Florida are Loren Smith and Luis Augusto Rocha.

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

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

**COMPANY ADDRESS:** NW 22nd Street and Perimeter Road, Bldg 3025, Miami, Florida 33159

**YEARS IN BUSINESS IN FLORIDA:** 9 years (filed with the State of Florida on 6/24/02)

**PREVIOUS EXPERIENCE WITH COUNTY (PAST FIVE YEARS):** See attached report from SBD

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE CODE):** See attached

**CONTRACTOR PERFORMANCE:** Performance on this existing contract is satisfactory. The Office of Capital Improvements CIIS database contains one satisfactory evaluation for POJV work on MDAD's South Terminal Project No. H010A.

**CONTRACT MEASURES:** DBE measures 17.3%. DBE contractors have been paid \$174,537,061.25 (17.74% of \$983,734,053 paid to POJV as of 4/30/2011).

**COMPLIANCE DATA:** There have been no violations listed against this firm on this project or any other County projects.

**DELEGATIONS OF AUTHORITY:** The Aviation Director has the authority to expend the Allowance accounts, extend the contract time to complete any unfinished work, terminate or cancel the contract, or delete project work.

**CONTRACT/PROJECT MANAGER:** Juan Carlos Arteaga

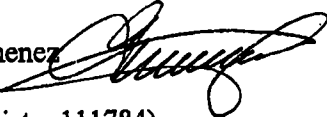
**NAME/PHONE/EMAIL:** (305) 869-5694 JCArteaga@miami-airport.com

**SBD REVIEW:** Yes

**LEGAL SUFFICENCY:** Yes

# Memorandum



**Date:** September 12, 2011  
**To:** Jack Osterholt  
Deputy Mayor  
**From:** Mayor Carlos A. Gimenez   
**Subject:** Contract B780B (Legistar 111784)

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In accordance with the letter opinion issued by Robert Meyers, Executive Director, Miami-Dade Commission on Ethics and Public Trust dated August 31, 2011 ("Ethics Opinion"), I hereby delegate to you all delegable authority relating to Contract B780B, the First Amended and Restated Contract with Parsons-Odebrecht Joint Venture (POJV) ("POJV Contract") including, but not limited to, the authority to recommend to the Board of County Commissioners the award of change orders. As I will not be sponsoring any award recommendations of change orders under the authority of the County Mayor you should request that any recommended disposition of change orders which you deem to be in the best interest of Miami-Dade County be sponsored by a County Commissioner in accordance with the Commission's Rules of Procedure. I further delegate to you all delegable authority to administer the POJV Contract. You should exercise this authority, utilize your own judgment, and take all actions which are in the best interest of Miami-Dade County and consistent with the County Code, regulations and rules. Consistent with the Ethics Opinion I will not be participating in any decisions made regarding the POJV Contract.

c: Robert A. Cuevas, Jr., County Attorney  
Joe Centorino, Executive Director, Commission on Ethics and Public Trust  
Christopher Agrippa, Clerk of the Board  
Jose Abreu, Director, Miami-Dade Aviation Department



# Memorandum



**Date:** June 9, 2011

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Alina T. Hudak  
County Manager *AH*

**Subject:** Miami International Airport North Terminal Baggage Handling System

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Please find attached a memorandum from Miami-Dade Aviation Director, Jose Abreu, regarding the North Terminal Baggage Handling System.

Please do not hesitate to contact me at 305-375-1880 or Jose Abreu directly at 305-876-7077.

C: Ysela Llorca, Assistant County Manager  
Jose Abreu, Aviation Director

# Memorandum



**Date:** June 7, 2011

**To:** Alina T. Hudak  
County Manager

**From:** José Abreu, P.E.  
Aviation Director

**Subject:** Miami International Airport North Terminal Baggage Handling System

On May 9<sup>th</sup>, 2011, I briefed the Regional Transportation Committee on the status of the North Terminal Development (NTD) Program. As you are aware, the NTD Program is a gate-driven construction program, with most of the program milestones dependent upon the opening and placing into service of passenger gates at Miami International Airport (MIA). The NTD has completely modernized and enlarged the former Concourse A, greatly expanding MIA's passenger capacity by improving the operational efficiency of airplane movements and turnaround times at the gates. The success to date of the NTD followed similar expansion and renovation of the South Terminal, which modernized the former Concourse H and created Concourse J. Approximately 92 percent of the entire NTD Program has already been completed and is open to the public (see attached Program Fact Sheet).

The remaining eight percent of the NTD Program is contingent upon the completion of the Baggage Handling System (BHS). The BHS is a complex baggage sortation system that delivers passenger luggage from ticket counters to baggage carousels directly adjacent to individual airplane departure gates (known as a gate delivery system). Unique and sophisticated in its design and concept, this smart system has the capacity to isolate and quarantine any suspicious baggage without human intervention in line with Transportation Security Administration (TSA) guidelines. The BHS has passed the required and rigorous TSA tests; however, there have been significant challenges along the way. While we have successfully worked through these, we find ourselves again at new crossroads for full implementation of this system.

In the last few weeks, programming issues have surfaced with the operation of the graphics system and sortation controllers, and the Miami-Dade Aviation Department (MDAD) is working with its contracting partners to correct these failures which were experienced when the system went fully operational on April 1<sup>st</sup>, 2011. The nature of the failures was analyzed by all stakeholders and areas that needed adjustments were identified. A plan to address these highly technical issues was developed, with some work to be carried out by MDAD and its contractors and other work to be carried out by American Airlines (AA) and its contractor. The plan included the need to finalize all punch list items related to the graphics and Programming Logic Controller upper level code issues prior to deploying the system for live baggage operations again. MDAD worked with its contractor and consultants to address all of the issues, and on May 4, 2011 turned the system back to AA so that they could begin optimization work, as agreed. Using their contractor, Brock Solutions, AA worked on system optimization for 10 days. Upon completion of this work, it was noted unfortunately that the sort controller was not functioning correctly, experiencing so called "memory leaks" which resulted in baggage not being able to be properly sorted which would result on errors and possibly bags been delivered to the wrong gates. This is problematic because it adds unnecessary delays to baggage processing times and possible inconvenience to passengers.

The BHS is now two months behind the adjusted schedule. However, by continuing to work closely with TSA, AA, and MDAD contractors, it is expected that these issues can be resolved as early as this summer. Until that time, AA will continue to use the current legacy baggage system. At this time, MDAD has requested that AA allow the original contractor, Siemens, to assess the BHS, including the

work that Brock has performed, recommend modifications, and when completed, operate the system for a period of four weeks (including weekends) to demonstrate the performance of the system and enable the NTD program to continue towards a successful completion.

MDAD has created an aggressive plan to reinstate usage of the new BHS, which potentially could be operational by August. The milestones of the plan are:

<b>Milestone</b>	<b>Completion Date</b>	<b>Action By</b>
Test and Assess Current System Status	June 18	Siemens
Recommend Modifications	June 21	Siemens
Implement Recommended Changes	June 30	Siemens
Readiness Test	July 5	Siemens
Live Testing	July 8-12	Siemens/MDAD
Four-week Full Operational Test	July 24-August 8	Siemens/MDAD
Confirm Acceptance of the BHS	August 8	American
Begin Demolition of Legacy System	August 9	MDAD/NTD

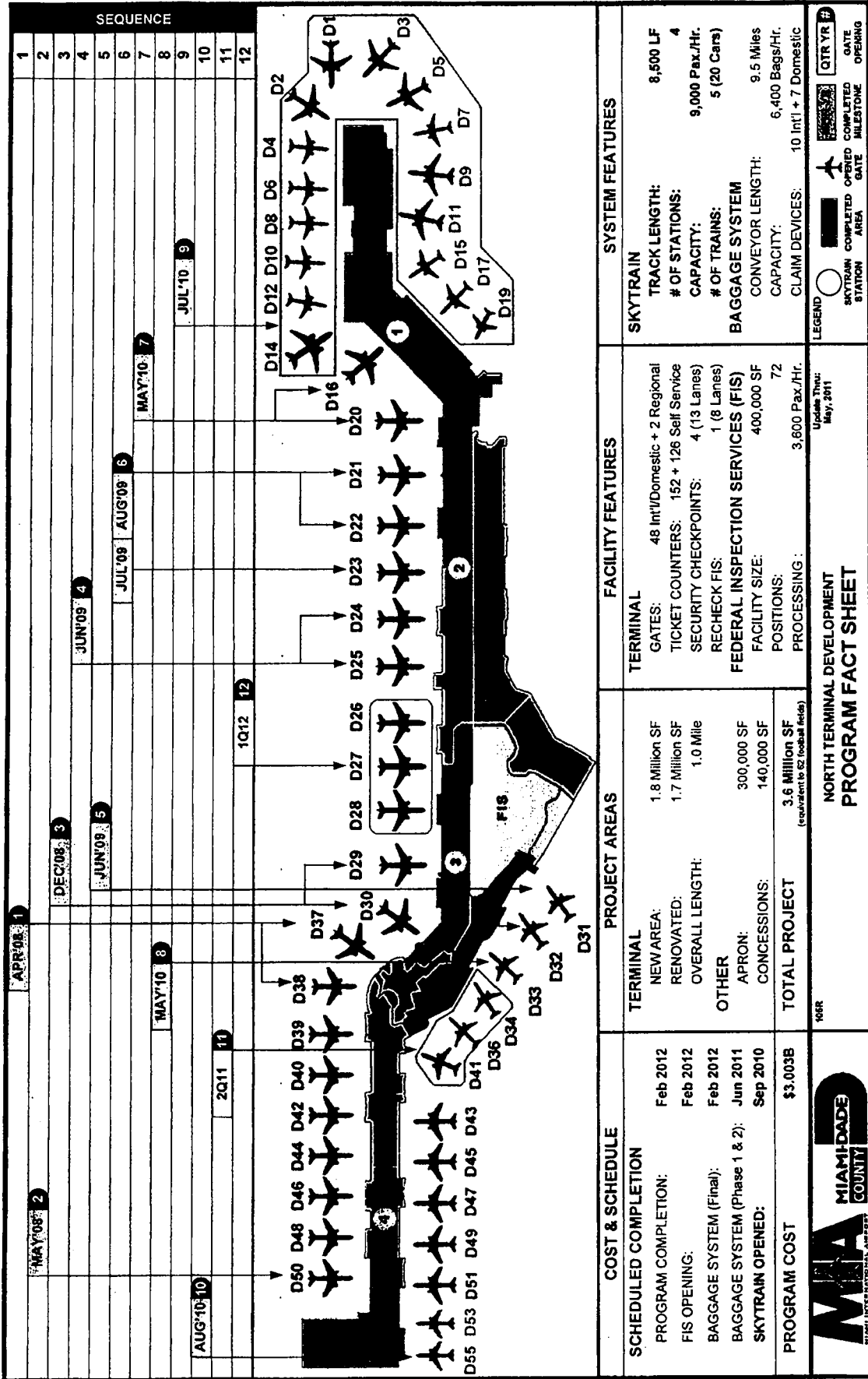
If the plan to reinstate the existing BHS does not succeed, AA will continue to use the current legacy system and a contingency plan would be put into effect. This contingency plan would address the opening of the new Federal Inspection Service (FIS) area at least partially. The contingency plan would focus on making the system more functional for American's current and future needs, and in addition, would ameliorate impacts on budgets and unfinished work.

The FIS is the area in which Customs and Border Protection as well as Agricultural Inspection Services occur. Opening of a new FIS is important because it will have a much greater passenger processing capacity than the existing FIS. In addition, the location of the existing FIS (currently at Concourse E) requires passengers to walk great distances from gate to gate when transferring flights. This is further aggravated by the fact that passengers must claim and re-check their luggage at the airline counters for their transfers. In short, the current situation is inefficient and less than ideal from both logistical and customer service perspectives. Meetings between AA, Siemens, and MDAD are ongoing in an effort to bring the completion of the North Terminal BHS to a successful conclusion.

As a result of these delays and additional efforts that are needed to begin live operations of the BHS, it is imperative for the NTD Program that the contract with our NTD BHS consultant, URS Corporation Southern (URS), also be amended to include additional time and funding. URS is the owner's representative on the BHS program. The proposed amendment will be totally funded from the NTD Contingency Account, and the contract will need to be increased by \$2,275,000 to temporarily bridge the completion time from March 2011 to at least November 2011 (a total of 8 additional months). Once the NTD Overall Program Schedule (OPS) completion date is solidly determined (upon demolition of the baggage shed), we will have a final amendment for all contracts that are affected by the delay to BHS completion.

Attachment

c: Ysela Llort, Assistant County Manager



SEQUENCE	1	2	3	4	5	6	7	8	9	10	11	12
APR'08	1											
MAY'08	2											
DEC'08	3											
JUN'09	4											
JUL'09	5											
AUG'09	6											
MAY'10	7											
JUL'10	8											
AUG'10	9											
2Q11	10											
1Q12	11											
2Q12	12											

COST & SCHEDULE	PROJECT AREAS	FACILITY FEATURES	SYSTEM FEATURES
<b>SCHEDULED COMPLETION</b> PROGRAM COMPLETION: Feb 2012 FIS OPENING: Feb 2012 BAGGAGE SYSTEM (Final): Feb 2012 BAGGAGE SYSTEM (Phase 1 & 2): Jun 2011 SKYTRAIN OPENED: Sep 2010 PROGRAM COST: \$3,003B	<b>TERMINAL</b> NEW AREA: 1.8 Million SF RENOVATED: 1.7 Million SF OVERALL LENGTH: 1.0 Mile <b>OTHER</b> APRON: 300,000 SF CONCESSIONS: 140,000 SF <b>TOTAL PROJECT</b> 3.6 Million SF (equivalent to 62 football fields)	<b>TERMINAL</b> GATES: 48 Int'l/Domestic + 2 Regional TICKET COUNTERS: 152 + 126 Self Service SECURITY CHECKPOINTS: 4 (13 Lanes) RECHECK FIS: 1 (8 Lanes) <b>FEDERAL INSPECTION SERVICES (FIS)</b> FACILITY SIZE: 400,000 SF POSITIONS: 72 PROCESSING: 3,600 Pax./Hr. Update thru: May, 2011	<b>SKYTRAIN</b> TRACK LENGTH: 8,500 LF # OF STATIONS: 4 CAPACITY: 9,000 Pax./Hr. # OF TRAINS: 5 (20 Cars) <b>BAGGAGE SYSTEM</b> CONVEYOR LENGTH: 9.5 Miles CAPACITY: 6,400 Bags/Hr. CLAIM DEVICES: 10 Int'l + 7 Domestic
<b>NORTH TERMINAL DEVELOPMENT PROGRAM FACT SHEET</b> 168R			<b>LEGEND</b> SKYTRAIN STATION COMPLETED AREA OPENED GATE MILESTONE QTR YR # GATE OPENING



1. This Fact Sheet is for informational purposes only and does not constitute a contract.



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** October 4, 2011

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

**SUBJECT:** Agenda Item No. 11(A)(7)

**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. 11(A)(7)  
10-4-11

RESOLUTION NO. R-876-11

RESOLUTION APPROVING CHANGE ORDER NO. 8 TO THE FIRST AMENDED AND RESTATED CONTRACT BETWEEN POJV AND MIAMI-DADE COUNTY AND PARSONS-ODEBRECHT JOINT VENTURE (POJV); INCREASING THE CONTRACT AMOUNT BY \$23,000,000.

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

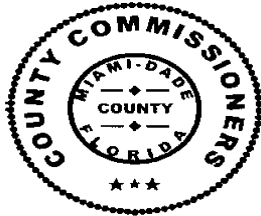
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that This Board hereby approves Change Order No. 8 to the First Amended and Restated Contract between Parsons-Odebrecht Joint Venture (POJV), which increases the contract amount by \$23,000,000; and authorizes the Mayor or Mayor's designee to execute Change Order No. 8, in substantially the form attached hereto and made a part hereof, and to exercise the cancellation, renewal and termination provisions set forth therein.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	<b>absent</b>	
	Audrey M. Edmonson, Vice Chairwoman		<b>aye</b>
Bruno A. Barreiro	<b>absent</b>	Lynda Bell	<b>aye</b>
Esteban L. Bovo, Jr.	<b>nay</b>	Jose "Pepe" Diaz	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Rebeca Sosa	<b>absent</b>	Sen. Javier D. Souto	<b>nay</b>
Xavier L. Suarez	<b>aye</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of October, 2011. 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

**Christopher Agrippa**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink that reads "DMM".

David M. Murray

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

CHANGE ORDER NO 8

PROJECT NO. B780B

DATE: 8/23/2011

BOND NUMBERS: AIG: 28-69-78; CHUBB: 8214-36-79; ZURICH/F&D: 8823416

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

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

<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		\$542,041,500
REASON FOR CHANGE: COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED		\$541,459,716
<input checked="" type="checkbox"/> Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$1,090,501,216
<input type="checkbox"/> Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER	\$23,000,000
<input type="checkbox"/> Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	\$1,113,501,216
<input type="checkbox"/> Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER .....	2.11%
<input type="checkbox"/> County Requested Change	TOTAL PER CENT INCREASE TO DATE .....	105.42%
<input type="checkbox"/> Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE <u>0</u> 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.*

Not Applicable

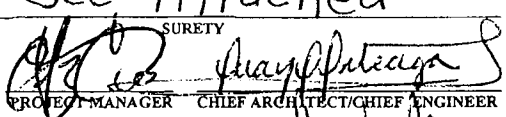
SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

<u>MDAD-Finance</u>	<u>EA501,AV3201,942100,B780B</u>	
DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY


ACCEPTED BY: 	APPROVED: _____
CONTRACTOR	BUDGET DIRECTOR

**See Attached**

RECOMMENDED:   
PROJECT-MANAGER CHIEF ARCHITECT/CHIEF ENGINEER

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

By: \_\_\_\_\_  
County Mayor DATE

APPROVED:   
HNTB (CONSULTING ENGINEER). SBD/MDAD MINORITY AFFAIRS

APPROVED: \_\_\_\_\_  
DEPARTMENTAL DIRECTOR

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

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



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

CHANGE ORDER NO 8

PROJECT NO. B780B

DATE: 8/25/2011

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

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**ITEM 1 – INCREASE THE OWNER’S ALLOWANCE ACCOUNT**

**\$23,000,000**

1.1 Item 1 of this Change Order increases the Owner's Allowance Account of the FARC and is intended by MDAD to provide adequate funding to replenish and/or fund the Owner's Allowance Account for Extra Work as provided for in Article 7.6 of the FARC provisions including but not limited to the following items:

- **Re-phasing and Mitigation Due to Baggage Handling System Impacts:** This scope includes re-phasing, work-around and mitigation of all known impacts to the Program caused by additional delays to the Baggage Handling System Phase 1 and 2 due to the transition of Airline to the new system since those contemplated in Change Order No. 6. The Baggage Handling System is being performed under a separate contract between the Owner and Siemens Industry, Inc.
- **Additional Lighting at Ramp Level:** This scope includes providing additional light fixtures at the ramp level because the lighting levels over the baggage conveyors specified in the Contract documents were determined to be inadequate. This scope is necessary to ensure proper functioning airline operations and life safety for the baggage crew personnel.
- **Switchgear Upgrade and New Feeder Cables:** This scope involves decommissioning and removal of existing generator and FPL 4900 vault from 153Q6 and transfer of the Emergency and Normal electrical power existing service to one of the new NTD vaults C1330B through new feeder cables.
- **CCTV Head-end Equipment for MDAD Security Room #5:** The scope involves providing and installing head-end equipment for MSR #5 for CCTV, including all necessary connections, commissioning, and tagging. The Contract documents specified that this scope would be provided by another CIP project.
- **Fire Suppression System for APM Equipment Rooms:** This scope consists of providing an alternate clean agent fire suppression system at each of the four (4) Automated People Mover (APM) Equipment Rooms A, B, C and D (Electrical Rooms located at the Fourth Level just below the APM Station Platforms) and APM MSF Electrical Room.
- **Additional Fire Suppression System for Eight MDAD Security Rooms:** The scope consists of providing an alternate clean agent fire suppression system at each of the eight (8) MSR rooms. This was part of the CIP project that was never executed; however, the work is needed for compliance.

MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 8

PROJECT NO. B780B

DATE: 8/25/2011

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

---

- **Additional Elevator at D and Extension of Contract:** This scope involves completing elevator work in existing D, left incomplete by a contractor previously terminated by the Owner and to extend the vendor (Kone) contract to complete the remaining work.
- **Additional Site Security Expenses:** Additional site security expenses including, but not limited to, security of the construction workers' parking lot due to the extension in contract time. Construction parking and it's security is not included in the Contract documents. As needed, MDAD approves these services on a Time and Material (T&M) basis.
- **Other Unforeseen/Design Changes in FIS:** To replenish the allowance account for other potential unforeseen or unforeseeable design and existing utilities related changes.

1.2. However, in no event shall the total cost of the Work Orders including their respective bond premiums funded by this Change Order exceed \$23,000,000.

**RELEASE OF CLAIM**

~~Item No. 1 of this Change Order. Item Number 1 of this Change Order provides funding for the Owner's Allowance Account and does not authorize the MGC to either perform the work described herein or entitle the MGC 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 MGC. Such Work Orders, when executed, shall contain appropriate waiver, release, and reservation of rights clauses pertinent to the work description and cost provisions included therein.~~

MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 8

PROJECT NO. B780B

DATE: 8/25/2011

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

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NDEX OF INCLUDED DOCUMENTS

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Power of Attorney Fidelity And Deposit Company of Maryland	Page 1
Power of Attorney Zurich American Insurance Company	Page 1
Power of Attorney Federal Insurance Company	Page 1
Power of Attorney American Home Assurance Company	Page 1
Florida Insurance License	Page 1

MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 8

PROJECT NO. B780B

DATE: 8/25/2011

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

---

SIGNATURE PAGE FOR SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

ZURICH AMERICAN INSURANCE COMPANY

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

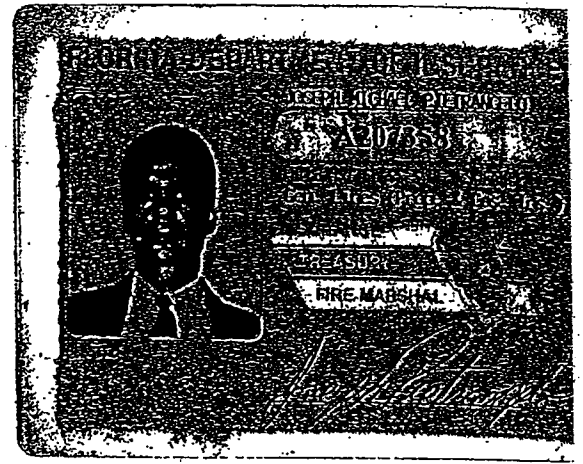
FEDERAL INSURANCE COMPANY

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

AMERICAN HOME ASSURANCE COMPANY

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



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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, 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 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, 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 Paul RODRIGUEZ, Claudette ALEXANDER, Caroline K. LAMARRE, Joseph M. PIETRANGELO, dated July 1, 2008.

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 2nd day of September, A.D. 2010.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes

Assistant Secretary

*William J. Mills*

By:

William J. Mills

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of September, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, 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 deposed 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.



*Maria D. Adamski*

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

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ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

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

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

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

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

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 15th day of July, A.D. 2009. This power of attorney revokes that issued on behalf of Joseph M. PIETRANGELO, Olga IGLESIAS, Gicelle PAJON, dated April 4, 2006.



ZURICH AMERICAN INSURANCE COMPANY

Gerald F. Haley

Frank E. Martin Jr.

STATE OF MARYLAND }  
CITY OF BALTIMORE }

ss:

Gerald F. Haley

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 15th day of July, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

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



Constancia A. Dunn

Notary Public

My Commission Expires: July 14, 2011

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

CERTIFICATE

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

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

the 25th day of August, 2011.

Eric D. Barnes

Eric D. Barnes

Secretary



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**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

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

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Claudette Alexander, Caroline K. Lamarre, Joseph M. Pietrangelo and Paul Rodriguez of Miami, Florida

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds on behalf of contractors in connection with bids, proposals or contracts to or with the Department of Transportation, and any and all consents required by the Department of Transportation of Florida incident to the release of retained percentages and or final estimates on engineering and construction contracts.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **30th** day of **July, 2009**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this **30th** day of **July, 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



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No 2316685  
Commission Expires July 16, 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 **25th** day of **August, 2011**.



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



POWER OF ATTORNEY

American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, PA.  
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 13562

No. 83-B-06975

KNOW ALL MEN BY THESE PRESENTS

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

--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 nature thereof, issued in the course of its business, and to bind the respective company thereby.

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

this 8th day of April, 2009



*Anthony Romano*

Anthony Romano, Vice President

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

*Juliana E. Hallenbeck*

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. 01HA8125871  
Qualified in Bronx County  
My Commission Expires April 18, 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 25<sup>th</sup> day of August, 2011.

*Elizabeth M. Tuck*

Elizabeth M. Tuck, Secretary