

Memorandum



Date: December 2, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Amended
Agenda Item No. 8(A)(4)

From: Carlos A. Gimenez
Mayor

Subject: Change Order No. 13 for the North Terminal Development Consolidation Program,
Project B780B, Contract No. B780B, increasing the Contract Amount by
\$65,000,000.00

Resolution No. R-1041-14

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) (i) waive the requirements of Section 5.03(d) of the Home Rule Charter, Section 2-8.1 of the Miami-Dade County Code, Administrative Order 3-39, and Chapter 255.20, Florida Statutes; (ii) find such waiver to be in the best interests of Miami-Dade County; (iii) approve the attached Change Order No. 13 for the North Terminal Development Consolidation Program, Project B780B, Contract No. B780B with Parsons/Odebrecht Joint Venture (POJV), increasing the Owner's Allowance Account by \$65,000,000.00 for the purposes described in this memorandum; and (iv) authorize the Mayor to execute change orders for additional time extensions, subject to ratification by the Board, that do not increase the contract amount.

SCOPE

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

PROJECT NO.: B780B

CONTRACT NO.: B780B

PROJECT DESCRIPTION: Construction of the new North Terminal comprised of 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 Chairwoman Rebeca Sosa's District 6; however, the impact of this item is countywide in nature as MIA is a regional asset.

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Miami-Dade Aviation Department (MDAD)

MANAGING DEPARTMENT: MDAD

FISCAL IMPACT/FUNDING SOURCE

MODIFICATION FUNDING SOURCE: Reserve maintenance and capital funds, and Federal and State grants

PTP FUNDING: No

GOB FUNDING: No

RECOMMENDED MODIFICATION: (i) Increase the Owner's Allowance Account by \$65,000,000.00, (ii) extend the contract time by three years to December 31, 2017, and (iii) modify contract terms and conditions

BACKGROUND AND JUSTIFICATION

The North Terminal Development Program, one of the largest and most complex capital improvement undertakings by a County government, has been completed. The Terminal stretches over 1.3 miles in length to create a linear concourse with 3.5 million internal square feet, has a rooftop Automated People Mover, has a fully automated baggage handling system, and provides a 50-gate complex crucial to AA's international hub operations. Final Certificates of Occupancy have been obtained on nearly all the areas with no open or pending claims.

However, additional work is necessary for AA to meet its current and future schedule demands, which continue to grow. AA's recently implemented "peaking schedule" requires two to three additional gates during the highest volume days. Also, per 14 CFR Part 259 Enhanced Protection for Airline Passengers, it is required to have a disruption gating plan in place for periods of irregular operations. Without these critical improvements required on an expedited schedule, it will be difficult for AA to meet its continued growth plans at MIA.

This Change Order increases the Owner's Allowance Account by \$65,000,000.00 to execute the most critical and time-sensitive work needed on Concourse E. The work includes modifications to Low E Terminal and E Satellite Terminal, as well as correction of miscellaneous Notices of Violations and open Code issues. This Change Order requires modification of some Terms and Conditions related to the procurement of the work, insurance coverage, bond values, liquidated indirect costs, liquidated damages, release of retainage, general conditions, and site general requirements.

Pursuant to Resolution No. R-738-05, POJV was awarded the contract as Managing General Contractor for the North Terminal Development Consolidation program on June 21, 2005. POJV is uniquely qualified to undertake this project as it a) is currently under contract; b) is already mobilized with trailers and crews; c) has extensive experience with existing MIA infrastructure, some of which is more than 40 years old; d) has a demonstrated track record on North Terminal of delivering gates on time; e) has successfully implemented gate-based phasing and work in secured areas while maintaining Federal, State, Airport and Airline operations; and f) performed similar work affiliated with the North Terminal, overcoming a learning curve which could take another contractor more than a year to attain.

Delays in the completion of this work, including those caused by the competitive procurement of this project, will (i) severely impact MIA's strategic growth plans; (ii) deprive MIA of gate, airline, and concession revenue associated with increased flights; (iii) adversely affect the ability of MIA to secure financing on favorable terms; and (iv) negatively impact MIA's position as a dominant AA hub, all of which materially affect the cost of the work.

The County does not authorize POJV to either perform the work described herein or claim or receive payment of any funds unless a work order is issued.

ORIGINAL AGREEMENT AMOUNT: \$542,041,500.00

PREVIOUS COUNTY MODIFICATIONS: Change Order 1 allowed the Aviation Director to authorize POJV to negotiate contracts with six (6) key contractors that had been terminated by the Turner-Austin Aviation Team. Change Order 2 approved the First Amended and Restated Contract (FARC), increased the contract amount by \$503,459,716.00 and the contract time by 393 calendar days, and settled with POJV a staff-related delay claim of \$8,800,000.00. Change Order 3 replenished the allowance account by \$10,000,000.00 depleted due to issues related to phasing, bonding, and completion of C-D. Change Order 4 increased the Owner's Allowance Account by \$10,000,000.00 for work related to the baggage handling mitigation plan, including a 153-calendar day extension of the NTDCP contract completion. Change Order 5 increased the Owner's Allowance Account by \$10,000,000.00 for work required to reopen Concourse A. Change Order 6 increased the Owner's Allowance Account by \$8,000,000.00 for impacts due to further delays in the baggage system completion and global settlement for all time impacts, disputes and scope gap items for A-B Infill project. Change Order 7 increased the Owner's Allowance Account by \$7,000,000.00 for scope changes relating to security enhancements required by Customs & Border Protection and the Transportation Security Administration. Change Order 8 increased the Owner's Allowance Account by \$23,000,000.00 to perform additional work and mitigate delays and rephasing to minimize the impact of the baggage handling system delays. Change Order 9 increased the Owner's Allowance Account by \$1,400,000.00 to settle time and unresolved issues, including a 41-calendar day extension of the NTDCP contract and an increase in the allowance account to cover unknown issues prior to completion. Change Order 10 increased the Owner's Allowance Account by \$792,500.00 to complete Authority Having Jurisdiction requirements for project close-out. Change Order 11 increased the Owner's Allowance Account by \$6,500,000.00 for completion of critical NTD scope gaps and unforeseen conditions. Change Order 12 increased the Owner's Allowance Account by \$10,000,000.00 for critical work associated with Notice of Violations and deferred maintenance issues within the existing North Terminal footprint.

AMOUNT OF RECOMMENDED MODIFICATION: \$65,000,000.00

ADJUSTED AGREEMENT AMOUNT: \$1,197,193,716.00

PERCENT CHANGE THIS MODIFICATION: 11.99%

**TOTAL PERCENT INCREASE ALL
MODIFICATIONS:** 120.86%

TRACK RECORD/MONITOR

FIRM: Parsons/Odebrecht Joint Venture

COMPANY PRINCIPAL(S): The General Partners of POJV are 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, Building 3025, Miami, Florida 33159

YEARS IN BUSINESS IN FLORIDA: 12 years

**PREVIOUS EXPERIENCE WITH
COUNTY (PAST FIVE YEARS):** South Terminal \$ 843,057,136.80
North Terminal \$1,132,193,716.00
MIA Mover APM \$ 246,758,803.28

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

A to Z Statewide Plumbing, Inc., ADA Engineering, ADT Security Systems, A-1-A Garage Doors, Accura Electric, Acme Organization, Inc., Acolite Claude United Sign Co., Acousti Engineering Co. of FL, Inc., Adcity, Inc., Aerial Photography, Alliance Security & Protective Services, Allied Contractors, Inc., American Building Maintenance Co. of Georgia, American Fasteners, American Plumbing Supplies, Apricot Office Supplies, Arber & Associates, Architectural Design Consortium, Architectural Graphics, Inc., BMA Construction, Inc., Baja Millworks, Baker Concrete Construction, Beauchamp Construction Company, Inc., Best Rolling Doors, Inc., Biscayne Engineering Company, Boss Interior Contractor Inc., Brand Scaffold Builders, Inc., CES Consultants, Inc., Chaves and Associates, Cherokee Enterprises, Clearview Cleaning, Commercial Interiors Contractors Corp., Construction Consortium, Inc., Construction Supply, Creative Terrazzo, Crompton Construction Company, DC Electric, Inc., DKG & Associates, LTD, Dash Door & Closer Service, Dato Electric, David Allen Company, Inc., Decktight Roofing Services, Inc., Dilema Corp, Dynalectric Company, Energetic Electric, Environmental Interiors, Inc., Epperson Cranes Inc., Equipment & Tools Solution, Everett Painting, FL Electric, Fence Masters, Inc, Fisk Electric Co., Five Brothers, GT Construction Group, Inc., Inc., Gates Precast, George's Welding, Global Electric Light Supplies, Gomez Insulation, Hilti Inc., Honeywell International, Inc., Insulated Roofing Contractors, Integrity Janitorial Services, Interlink Engineering Services, JCM Development, J. Mori Painting, Jasma Graphics, John Abell Corp., John J. Kirlin, Inc., Jordim Int'l, Jorin Construction, K2 Construction Consultants, Inc., Kone, Inc., Lotspeich Company, Inc., MCM-Acousti, JV, MCO Construction & Services, Inc., Magnum Construction Management Corp., Makro Corp., Marks Brothers, Inc., Marvelous Electric, Masonry Arts, Inc., Maverick

Constructors, Maxim Crane Works, LP, Mercedes Electric, Merkury Corporation d/b/a Merkury Development, Mobile Mini, Modspace, Montenegro Plastering, NR Windows, Inc., National Tool Supply Inc., Nystrom Inc., Outlook Int., Inc., Overnight Success Construction, Inc., P&M Welding Supply, PGC Mechanical, PSI, R. Dickerson, Raider Rooter, Inc., Robayna & Associates, Roberts Traffic Corp., Ruben Electric Technology, Inc., Saez Distributors, Schindler Elevator Corp., Sim-G Technologies, LLC, Specialties Source, Inc., State-Line Products of South Florida, Inc, Steel Works, Stone Circle, Structural Group, Inc., Superior Mechanical Systems, Surface Preparation of Florida, Corp., Technical Drive Control Services, The Hall Group, Inc., Thornton Construction Company, Titan Construction, Triangle Fire, Inc., Trident Surfacing, Inc., Tropical Electric, W2 Technologies, Inc., Weatherrol Maintenance Corp., Westbrook Project Management, and World Printing, Inc.

CONTRACTOR PERFORMANCE: The Capital Improvements Information System shows an average score on two projects of 3.4. POJV has performed satisfactorily on its current project, according to the Project Manager.

CONTRACT MEASURES: See attached memorandum from MDAD Minority Affairs. The DBE contract measure for the contract is 17.3%. DBE contractors have been paid \$193,522,760.00 (18.21%) to date based on POJV paid-to-date amount of \$1,062,693,327.00.

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

DELEGATION OF AUTHORITY: The MDAD Director or designee has the authority to expend contingency accounts, extend the contract to complete any unfinished work, terminate or cancel the contract, and delete project work. The Mayor or Mayor's designee is also delegated authority to execute subsequent change orders which extend contract time, but which do not otherwise add money into the contract.

PROJECT MANAGER: Pedro Hernandez

NAME/PHONE/EMAIL: (305) 876-7928 P Hernandez@miami-airport.com

SBD REVIEW: Yes

LEGAL SUFFICENCY: Yes



Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 2, 2014

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

SUBJECT: Amended
Agenda Item No. 8(A)(4)

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 Mayor'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 _____

Amended
Agenda Item No. 8(A)(4)
12-2-14

RESOLUTION NO. R-1041-14

RESOLUTION APPROVING CHANGE ORDER NUMBER 13, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, TO THE FIRST AMENDED AND RESTATED CONTRACT WITH PARSONS ODEBRECHT JOINT VENTURE FOR WORK AT MIAMI INTERNATIONAL AIRPORT, IN THE AMOUNT OF \$65,000,000.00; MODIFYING TERMS AND CONDITIONS; AUTHORIZING RENOVATIONS AND REPAIRS OF CONCOURSE E AND E-SATELLITE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 5.03(D) OF THE CHARTER, SECTION 2-8.1 OF THE COUNTY CODE, ADMINISTRATIVE ORDER 3-39, AND CHAPTER 255.20, FLORIDA STATUTES, BY A TWO-THIRDS VOTE OF THE MEMBERS OF THE BOARD; FINDING SUCH WAIVER TO BE IN THE BEST INTERESTS OF MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXTEND CONTRACT TIME; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS AND PRIVILEGES CONTAINED THEREIN

WHEREAS, Miami International Airport is dependent on serving the needs of the American Airlines hub in order to remain viable, and in the Fall of 2014 American Airlines revealed its plans for growth requesting that additional gates be assigned, and indicated that it would go elsewhere to meet its expansion needs if MIA could not accommodate them; and

WHEREAS, use of the existing contract with POJV presents a unique opportunity to complete the work needed by American Airlines to accommodate their growth; and

WHEREAS, POJV will be required to bid out the majority of the work authorized by this Change Order in a manner that promotes small business involvement; and

WHEREAS, the Engineer of Record recommends a waiver of competitive bidding, such waiver being attached as Exhibit B hereto; and

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:

Section 1. This Board hereby approves Change Order 13 to the First Amended and Restated Contract between Miami-Dade County and Parsons Odebrecht Joint Venture in the amount of \$65,000,000.00 in substantially the form attached hereto as Exhibit "A", and authorizes the County Mayor or Mayor's designee to utilize that contract to perform all required work at E-Satellite and E Concourse as may be needed to accommodate the current and projected airline traffic at Miami International Airport.

Section 2. This Board, by two-thirds vote of its members, finds that it is in the best interest of Miami-Dade County to waive formal bid procedures in accordance with the provisions of Section 5.03(D) of the Home Rule Charter, Section 2-8.1 of the Code of Miami-Dade County, the requirements of Administrative Order 3-39, and Chapter 255.20, Fla. Stat., in connection with the work at E-Satellite and E Concourse, as POJV is a licensed contractor uniquely able to perform such work at the airport within the timeframes needed, and because a delay in the prosecution of the work will materially impact the cost of such work by impacting airport revenues.

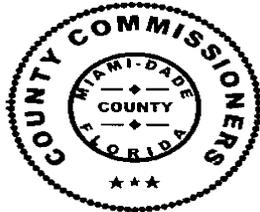
Section 3. The County Mayor or designee may, without the prior approval of this Board, and solely with respect to the work authorized in this Change Order, execute change orders which extend the contract such that all work contemplated in this Change Order can be completed. Such Change Orders shall not add money into the contract, and are subject to later

ratification by this Board. Notwithstanding, nothing herein shall limit the applicability of Resolution No. 885-12 with respect to work related to North Terminal.

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

	Rebeca Sosa, Chairwoman	aye	
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr.	nay
Daniella Levine Cava	aye	Jose "Pepe" Diaz	aye
Audrey M. Edmonson	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Jean Monestime	aye
Dennis C. Moss	absent	Sen. Javier D. Souto	absent
Xavier L. Suarez	aye	Juan C. Zapata	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2014. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

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

CHANGE ORDER NO 13

PROJECT NO. B780B

DATE: 09/15/2014

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'S IMPLICATIONS 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	\$590,152,216
<input checked="" type="checkbox"/> Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$1,132,193,716
<input checked="" type="checkbox"/> Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER	\$65,000,000
<input type="checkbox"/> Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	\$1,197,193,716
<input type="checkbox"/> Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER	11.992%
<input checked="" type="checkbox"/> County Requested Change	TOTAL PER CENT INCREASE TO DATE	120.868%
<input checked="" type="checkbox"/> Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE	B23 CALENDAR DAYS

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

SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

Finance
DEPARTMENT

EA 301
FUNDS BUDGETED CODE

James Lu
CERTIFIED BY

10/7/14
ACCEPTED BY: *[Signature]*
CONTRACTOR

APPROVED: _____
BUDGET DIRECTOR

RECOMMENDED: *[Signature]* SURETY
[Signature] PROJECT MANAGER
[Signature] CHIEF ARCHITECT/CHIEF ENGINEER

MIAMI-DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS
By: *[Signature]* 12/16/14
County Mayor DATE

APPROVED: *[Signature]*
LEAD CONSULTING ENGINEER, SBD/MI-DADE MINORITY AFFAIRS

ATTEST:
By: _____
Deputy Clerk

APPROVED: *[Signature]*
DEPARTMENTAL DIRECTOR

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 13 PROJECT NO. B780B DATE: 10/3/2014

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

AMOUNT

ITEM 1 - INCREASE THE OWNER'S ALLOWANCE ACCOUNT **\$65,000,000**

1.1 Item 1 of this Change Order authorizes the Managing General Contractor (MGC), subject to issuance of subsequent work orders pursuant to Section 1.4 below, to perform work related to renovations, modifications, and repairs of the E Concourse and the E-Satellite at Miami International Airport, such that those facilities can accommodate the projected aviation needs of the County. This authorization is not exclusive, and the County reserves the right to authorize other contractors to perform work on or at E Concourse and the E-Satellite, under a separate Change Order or Contract.

1.2 Item 1 of this Change Order increases the Owner's Allowance Account to complete assigned Scopes of Work associated the E Concourse and E Satellite. This work is necessary for American Airlines (AA) to meet their current schedule demands, which continue to grow; it allows for AA to meet their recently implemented "peaking schedule"; which requires 2-3 additional gates during the highest volume days; and finally, per 14 CFR Part 259 Enhanced Protection for Airline Passengers; AA is required to have a disruption gating plan in place for periods of irregular operations. Without these critical improvements, required on an expedited schedule, it will be difficult for AA to meet their continued growth plans at MIA. Work may include, but is not limited to:

- **Modifications to E Concourse**
- **Modifications to E Satellite**
- **Miscellaneous NOVs and open code issues**

1.3 This Change Order extends the Contract Time by 823 Calendar Days from 01/31/2015 to 05/02/2017, considering that the effective day of this Change Order will be 11/15/2014. Notwithstanding, work orders issued to accomplish the work herein may contain shorter durations, as agreed on by the parties.

1.4. Item 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 provision and the requirements of this Change Order, so authorizes and entitles the MGC. Such Work Orders, when executed, shall contain appropriate waiver, release, and

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

CHANGE ORDER NO 13 PROJECT NO. B780B DATE: 10/3/2014

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

reservation of rights clauses pertinent to the work description and cost provisions included therein.

1.5 Where in conflict, and solely with respect to work authorized pursuant to this Change Order, the terms of this Change Order shall control and take precedence over the terms of the Contract.

1.6 Notwithstanding any agreement or contract between the parties to the contrary, either the County or the MGC may request the formation of a Dispute Resolution Board with respect to the work authorized under this Change Order. In such event, the parties shall comply with the terms of Section 8 of the Contract relative to the formation and performance of such Board with respect to this work.

ITEM 2 - MODIFY CONTRACT TERMS AND CONDITIONS

2.1 All work authorized by this Change Order will be authorized via Work Order. The Work Orders issued for Project scope will be self-sufficient, mutually agreeable, inclusive of all Direct Costs, and also will include separate pay items for (I) MGC's Project General Conditions (if any) and Field Staff such as superintendents and safety manager (II) Project General Work Conditions, such as equipment, clean-up crews, dumpsters. Project General Conditions and Project General Work Conditions shall not include allocations for profit, general, home-office or administrative costs of any kind, or for any costs allocable to Items 3.1 or 3.2 below. Except for self-performed work authorized by Item 2.5 below, MGC shall not be entitled to any mark-up on the Work Order costs, and the parties agree that Section 9.8.1 of the Contract is inapplicable to these Work Orders. In the event of changes in the work authorized by a Work Order subsequent to the issuance of that Work Order, MGC shall be compensated for the Direct Costs of the work, and any necessary and demonstrable Project General Conditions and Project General Work Conditions, but shall not be entitled to any mark-up on such costs, or for additional Core General Conditions or General Work Conditions, except in the event of a compensable delay and as further described below. The Owner reserves their right to authorize changes to scope on a Time and Materials basis and/or SWAT directive, in accordance with Contract Exhibit T, which shall include Project General Conditions and Project General Work Conditions.

2.2 The Work Orders issued for Project scope shall contain one or more mutually agreeable completion deadlines and durations. Prior to issuance of such Work Orders, the County and MGC shall mutually agree on the Liquidated Damages associated with the failure to complete the Work Order work by the associate date(s). The Work Orders shall also reflect an amount of the Liquidated Indirect Cost to be paid to the MGC and a separate amount to be paid to Trade Contractors in the event of any compensable delay in the completion of this work. The Liquidated Indirect

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

CHANGE ORDER NO 13 PROJECT NO. B780B DATE: 10/3/2014
PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)
TO CONTRACTOR: Parsons/Odebrecht Joint Venture

Costs to MGC shall be computed by summing the Project General Conditions and Project General Work Conditions, as agreed by the Parties prior to execution, and dividing such sum by the work days allocated to completion of the Work Order to arrive at a daily Liquidated Indirect Rate for the Project Work Order. Project Liquidated Indirect Costs may stack with MGC's Core General Conditions and General Work Conditions Liquidated Indirect Costs, as defined below.

Except as expressly modified herein, all other Contract procedures related to the imposition of liquidated damages or liquidated indirect costs shall remain in effect. Time extensions, either compensable or non-compensable, may be granted with respect to any particular work order to the extent authorized by, and pursuant to the procedures specified in, the Contract.

2.3 Exhibits D and G of the Contract are deleted.

2.4 Contract Section 13.3, shall not be deemed applicable to work authorized by this Change Order. The MGC is to provide all insurances per the attached Exhibit 13-A and pursuant to the requirements thereof. Separate Work Order will be issued to reimburse MGC for the direct costs of insurance premiums and deductibles, in accordance with Exhibit 13-A.

2.5 For procurement of the scope of work detailed under Item #1, the MGC is to solicit no less than 3 competitive quotes, unless otherwise directed by MDAD. In the event of sole source vendors, MDAD and the MGC will jointly, negotiate pricing, terms and conditions, and schedules with such vendor, consistent, to the maximum extent possible, with such vendor's rate structure for work at Miami International Airport. MGC may, with the prior written approval of MDAD, self-perform work in the event such self-performance is demonstrably necessary to avert impacts to Miami International Airport or will generate cost-savings to the project. Notwithstanding any other clause of this agreement and in addition to the amounts paid in Items 3.1 and 3.2, MGC shall be allowed a 15% mark-up on the direct costs of any self-performed work.

2.6 Retainage will be withheld from Work Order payments consistent with Exhibit O of the Contract, except items 3.1, 3.2 and 3.3 as set forth below. To ensure timely receipt of close-out documentation, all Work Orders shall, when issued, establish agreed values for required close-out items, including as-builts, warranties, and other documents as agreed to between the parties.

2.7 This Change Order deletes Exhibit L (Supplemental Contract Provisions) of the Contract.

Change Order No. 13
Project No. B780B
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**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO 13 PROJECT NO. B780B DATE: 10/3/2014
PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)
TO CONTRACTOR: Parsons/Odebrecht Joint Venture

2.8 The work authorized under this Change Order will be subject to the DBE and/or CSBE participation requirements and goal as stipulated in Exhibit J (SP 1-14).

ITEM 3 - AGREED GENERAL CONDITIONS / G&A and PROFIT

3.1 MGC Core General Conditions and associated General Work Conditions are agreed at a value of \$6,145,000 for Thirty (30) consecutive months. For the purposes of payment, the amount shall be paid in Thirty (30) equal monthly payments beginning with payment of the first payment application following the Effective Date of this Change Order. No retainage will be held for amounts associated with Core General Conditions and General Work Conditions, but retainage may include Project General Work Conditions or Project General Conditions. Should the Owner terminate this Change Order prior to thirty (30) months from the effective date of this Change Order, MGC shall be compensated for two (2) additional months after the termination date. Other than this additional two month payment, MGC shall have no claim for any remaining unpaid amounts for MGC Core General Conditions and General Work Conditions after the date of termination, and the Owners sole obligation for MGC Core General Conditions and General Work Conditions shall be to pay MGC the monthly payments through two (2) months after the date of termination. Refer to attached Exhibit 13-B for details regarding the staffing positions.

3.2 Subject to the terms below, MGC General Administration (G&A) and Profit for the amount of this Change Order, are agreed at a value of 7.62% of the amounts for the Work Orders issued under this Change Order, the MGC Core General Conditions and General Work Conditions and the Pre-Construction Services. For the purposes of payment, the G&A and Profit shall be paid in Thirty (30) equal monthly payments of \$153,333.33 (\$4,600,000/30 months) beginning with payment for the first payment application for payment following the Effective Date of this Change Order. Upon completion of the work authorized by this Change Order, the amount paid to MGC in such monthly G&A and Profit payments MGC shall be reconciled with the amount owed to/from MGC as measured by multiplying the amounts of the Work Orders issued under this Change Order, the MGC Core General Conditions and General Work Conditions and the Pre-Construction Services times 7.62%. In the event that this reconciliation demonstrates that previously rendered monthly G&A and Profit payments to the MGC are in excess of or below the amount owed as reconciled above, the excess or shortage will be paid to the County or to MGC, whichever the case might be within 30 days of notice of the existence of such overpayment. No retainage will be held for amounts associated with General Administration (G&A) and Profit. Should the Owner terminate this Change Order prior to Thirty (30) months after the effective date of this Change Order, MGC shall be paid the MGC G&A and Profit amount due as of the date of the termination and shall be paid the difference, if

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

CHANGE ORDER NO 13 PROJECT NO, B780B DATE: 10/3/2014

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

any, between \$1,000,000 (one million dollars) and the amount previously paid by Owner under this Change Order for MGC General Administration (G&A) and Profit (\$1,000,000 – prior payments). Other than the amounts due under this item 3.2 and any amount due under Item 3.4, MGC shall have no claim for any remaining unpaid amounts for MGC General Administration (G&A) and Profit after the date of termination, and the Owners sole obligation for MGC General Administration (G&A) and Profit shall be to pay MGC the monthly payments through the date of termination.

3.3 MGC Pre-Construction Services are agreed at \$540,000. These services will be provided with Two (2) personnel with a duration of Twelve (12) consecutive months. The MGC's liability for these services shall be the same as if the services were Constructability Review as defined in Section 3.1 of the Contract. For the purposes of payment, the Pre-Construction Services shall be paid into Twelve (12) equal monthly payments beginning with payment for the first payment application for payment following the Effective Date of this Change Order. No retainage will be held for amounts associated with MGC Pre-Construction Services. Should the Owner terminate the services prior to ten (10) months from the effective date of this Change Order, the MGC shall be compensated for two (2) additional months after the termination date. MGC shall have no claim for any remaining unpaid amounts after the date of termination, and the Owners sole obligation shall be to pay MGC the monthly payments through two (2) months after the date of termination date. Pre-Construction services shall include, but may not be limited to, review of In-progress plans and specifications being developed by the County's architects and/or engineers, scope definition, field validation of scope definition with AHJ/MDAD/AE, provision of location and scope drawings as necessary for packaging and bidding work, and schedule analysis.

3.4 As needed for successful completion of the work, MGC shall provide all services and functions associated with Sections 3.1 and 3.2 above for Thirty (30) consecutive months, and the prior payments made pursuant to Sections 3.1 and 3.2 shall be deemed full compensation for all MGC Core General Conditions, Core General Work Conditions, General Administration (G&A) and Profit as may be incurred by the MGC through such date. In the event that services related to this Change Order are required of MGC subsequent to the Thirty (30) months or as a result of any Excusable delay in any Work Order, the Liquidated Indirect Cost (the Liquidated Indirect Core Cost) associated with such delay shall be six thousand eight hundred and thirty dollars per calendar day (\$6,830 per day) for MGC. The Liquidated Indirect Core Cost shall stack with any Project Liquidated Indirect Cost and Trade Contractors Liquidated Indirect Cost. In the event that services are required subsequent to Thirty (30) months as a result of any Non-Excusable delay, MGC shall provide such services at its cost, and the prior payments made pursuant

Change Order No. 13

Project No, B780B

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MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 13 PROJECT NO. B780B DATE: 10/3/2014

PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)

TO CONTRACTOR: Parsons/Odebrecht Joint Venture

to Sections 3.1 and 3.2 shall be deemed full compensation for all MGC Core General Conditions, Core General Work Conditions, General Administration (G&A) and Profit as may be incurred by the MGC through the delayed completion of the work date.

The MGC and the County do hereby release and forever discharge each other and all of their officers, employees, and consultants from any and all actions, claims, causes of action, or debts, whether known or unknown, related to the Contract for work for which final payment has been made in accordance with Exhibit 13-C. Notwithstanding the preceding, this release shall not apply to (i) latent defects, (ii) warranty claims (to the extent warranties remain in effect), or (iii) claims, debts, or causes of action for projects as show on the attached Exhibit 13-C for which final releases have not been provided; however, nothing contained herein shall be deemed a waiver of any of the Contracts requirements regarding the time, format, or manner in which claims must be presented, and nothing herein shall be deemed to waive any defense, whether contractual or otherwise, which the County may have with respect to any claim.

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 13 PROJECT NO. B780B DATE: 10/3/2014
PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)
TO CONTRACTOR: Parsons/Odebrecht Joint Venture

INDEX OF INCLUDED DOCUMENTS

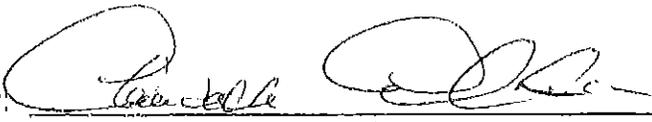
Item Description	Included Pages
Surety Signatures	Page 1
Power of Attorney Fidelity And Deposit Company of Maryland	Page 1
Power of Attorney Zurich American Insurance Company	Page 1
Power of Attorney Federal Insurance Company	Page 1
Power of Attorney American Home Assurance Company	Page 1
Florida Insurance License	Page 1

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 13 PROJECT NO. B780B DATE: 10/1/2014
BOND NOS: AIG: 28-69-78; CHUBB: 82037534/82143679; ZURICH/F&D: 08837394/08823416
PROJECT NAME: North Terminal Development Consolidation Program (NTDCP)
TO CONTRACTOR: Parsons/Odebrecht Joint Venture

SIGNATURE PAGE FOR SURETY

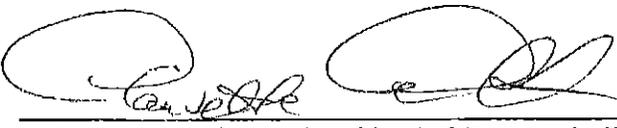
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: 
Claudette Alexander Hunt, Attorney-in Fact

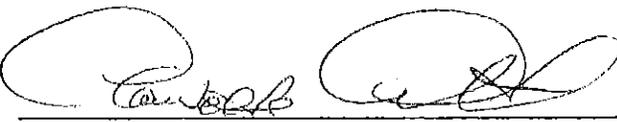
ZURICH AMERICAN INSURANCE COMPANY

By: 
Claudette Alexander Hunt, Attorney-in Fact

FEDERAL INSURANCE COMPANY

By: 
Claudette Alexander, Hunt, Attorney-in Fact

AMERICAN HOME ASSURANCE COMPANY

By: 
Claudette Alexander Hunt, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudette Alexander HUNT, Joseph M. PIETRANGELO and Michael MARINO, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____
*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 9th day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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, 2015



**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 Hunt, Caroline K. Lamarre, Michael A. Marino, 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 15th day of March, 2012.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 15th day of March, 2012 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**

Kath J Adelaar
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 6 day of October, 2014



Kenneth C. Wendel
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) 903-3483 Fax (908) 903-3650 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. 24621

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. Petrangelo, Claudette Alexander Hunt, 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 24th day of March, 2014



Michael Yang

Michael Yang, Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 24th day of March, 2014, 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
JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6126671
Qualified in Bronx County
My Commission Expires April 18, 2017

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."

Denis Butkovic, 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 6th day of October, 2014

Denis Butkovic

Denis Butkovic, Secretary

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CLAUDETTE ALEXANDER HUNT

License Number : P134371

Resident Insurance License

• 0220 - GENERAL LINES (PROP & CAS)

Issue Date

02/21/2008

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Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

ARTICLE 12INDEMNIFICATION, BONDS AND INSURANCE12.1 INDEMNIFICATION AND HOLD HARMLESS

Item 12.1 Not Applicable, refer to Contract Section 13.1 for details.

12.2 PERFORMANCE AND PAYMENT BONDS

Item 12.2 Not Applicable, refer to Contract Section 13.2 for details.

12.3 INSURANCE

12.3.01 The Contractor shall maintain the following insurance throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the Owner.

- A. Worker's Compensation, for their employees, as required by Chapter 440, Florida Statutes.
- B. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than:
 - (1) \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
 - (2) \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Contractor off of the AOA.
- C. Completed Value Builders Risk and/or Installation Floater, issued in the name of the Contractor and the County as their interest may appear, in amount(s) not less than 100% of the insurable value of the structure(s), covering perils on an "All Risks" basis including windstorm. Policy(s) must clearly indicate that underground structures (if applicable) and materials being installed are covered.
- D. Commercial General Liability Insurance, on a comprehensive basis, including Contractual Liability, Broad Form Property Damage and Products and Completed Operations, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

12.3.02 All insurance policies required herein shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of MDAD Risk Management.

12.3.03 The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the MDAD Risk Management.

12.3.04 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from liability under any other portion of this Contract.

12.3.05 Cancellation of any insurance or bonds, or non-payment by the Contractor of any premium for any insurance policies or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

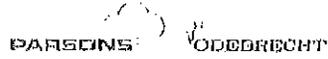
12.3.06 The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement. If insurance certificates are scheduled to expire during the contract period, the Contractor shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

12.3.07 The Owner reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Contractor agrees to permit such inspection at the offices of the Owner.

MGC CORE TEAM
Position
Project Executive
Project Manager / Project Engineer
Project Controls / Contract Administration
Cost Engineer / Change Management
Document Control / DBE Manager
Accounting/Office Manager
Permits Support / Schedule / IT

Note: Excludes Superintendents, Safety Manager, Field Engineer. These are to be included in the Project specific Work Orders.

CHANGE ORDER #13 - EXHIBIT "13C"



NORTH TERMINAL
DEVELOPMENT

Final Releases vs. Amounts Open - As of 09/22/2014

Projects	Revised Project Amount	FINAL RELEASE TO MDAD
739A - Annex 8A	\$ 3,492,647.98	Yes
739A - FARC	\$ 86,480,657.60	Yes
746A - Annex 6A	\$ 14,796,852.07	Yes
746A - FARC	\$ 80,967,226.81	Open
747B - Annex 8A	\$ 15,626,826.75	Yes
747B - FARC	\$ 365,983,467.37	Open
740A	\$ 166,668,193.44	Open
739C	\$ 79,476,930.66	Open
739I - Annex 6A	\$ 1,063,056.00	Yes
739I - FARC	\$ 8,488,329.01	Yes
768E - Annex 6A	\$ 253,583.48	Yes
768E - FARC	\$ 4,617,146.24	Yes
778B1-CCTV	\$ 8,981,183.69	Yes
KONE	\$ 8,573,001.88	Open
747G	\$ 2,058,609.00	Yes
746B - Annex 3	\$ 91,606,006.36	Yes
Annex 6A - SGR	\$ 1,879,296.00	Yes
776C - PDS	\$ 23,484,598.82	Yes
77BJ	\$ 1,626,678.00	Yes
737G&E - Annex 4	\$ 23,482,622.32	Yes
737F - Annex 6	\$ 3,836,603.36	Yes
779F	\$ 2,177,779.78	Yes
737G3	\$ 1,129,780.60	Yes
779K	\$ 822,620.00	Yes
779L/M/N	\$ 1,528,354.60	Yes
778O&P	\$ 1,268,646.00	Yes
90K	\$ 9,305,670.28	Open
Program Wide	\$ 126,603,260.08	Open
Job 781	\$ 6,783,469.03	Open
Job 126	\$ 7,974,629.00	Open
TOTALS	\$ 1,130,814,105.28	

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