

**CONSTRUCTION CONTRACT CHANGE ORDER**

Change No: 05  
Project Name: University City Prosperity Project

Date: 2017 AUG -3 PM 3:35  
5/24/2017  
FIU Project No: BT-904 / E+G  
FIU / CM Contract No: 263  
FM: 434888-1  
FID: TGER-002-A Contract: ARI73

Architect/Engineer: FIGG

To (Contractor): MCM  
8201 SW 70th Street, 2nd Floor, Miami, FL 33143

Your Proposal Dated 4-May-17 has been accepted for making the following changes:

Description of Change				Decrease	Increase
Use of Titanium Dioxide White Concrete in lieu of regular Gray Concrete on the following visible substructure and superstructure elements of the pedestrian bridge: Pedestrian Bridge (Superstructure and Pylon) Pedestrian Bridge (Superstructure and Pylon) Stairways/Landings (North and South) Elevator Structure (North and South)					\$538,714.68
Notice to Proceed Date: January 14, 2016		Original Contract Sum: \$9,388,034.00			
Contract Time	Days	Complete*	Subtotal	\$0.00	\$538,714.68
Present Contract	916	7/18/2016	New (Add) (Deduct)		\$538,714.68
This Change	0		Present Contract Sum	11,431,924.90	<del>-\$9,434,924.90</del>
New Contract Time	916	7/18/2018	New Contract Sum	11,970,639.58	<del>-\$9,973,639.58</del>

\*SUBSTANTIAL COMPLETION DATE

This Change Order is an amendment to the Owner-Contractor Agreement, and all contract provisions shall apply unless specifically exempted. The amount and time Change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in Contract Time and Contract Sum, the Contractor hereby releases Owner from all Claims, demands, or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreement or modification shall apply to this contract amendment unless expressly provided herein.

Rodriguez Isaza  
Contractor  
(Manual Signature & Date) 5/24/17

[Signature]  
FIU Facilities Mgmt Project Manager  
(Manual Signature & Date) 8/9/17

[Signature]  
FIU Facilities Mgmt Const Cost Accountant  
(Manual Signature & Date) 8/9/17

[Signature] 8.22.2017  
Florida Department of Transportation  
(Manual Signature & Date)

AGREED

[Signature] 5/24/17  
Construction Engineering Inspection (CEI)  
(Manual Signature & Date)

C.M. 8/7/17  
FIU Facilities Mgmt Accounting  
(Manual Signature & Date)

[Signature] 8/14/17  
FIU Facilities Mgmt Director or Designee  
(Manual Signature & Date)

[Signature] 8/23/17  
Federal Highway Administration  
(Manual Signature & Date)

\* The Department will Not  
Participate on This CO # 5

FiHWA will not participate  
on CO # 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**WORK ORDER**

100-210-30  
CONSTRUCTION  
04/11

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Supplemental Agreement No.\* \_\_\_\_\_ Work Order No.\*\*05 \_\_\_\_\_  
Fin Proj. ID 434688-1 Contract No. AR173 Date 5/24/2017  
F.A.P. No. TGER-002-A Road No. SR-90  
Contractor Munilla Construction Management

**DESCRIPTION OF WORK:**

Use of Titanium Dioxide White Concrete in lieu of regular Gray Concrete on the following visible substructure and superstructure elements of the pedestrian bridge:

- 1) Pedestrian Bridge (Superstructure and Pylon)
- 2) Pedestrian Bridge (Substructure above grade)
- 3) Stairways/Landings (North and South)
- 4) Elevator Structure (North and South)

**REASON:**

The innovation and nature of the work in question is consistent with the original intent of the Contract to provide a signature pedestrian bridge connecting the City of Sweetwater and FIU, therefore FIU requested the DB Firm to provide Titanium Dioxide White Concrete on all exposed visible concrete elements due to desired final bridge appearance and maintenance concerns.

Revised Plan Sheet Nos. N/A

Granted time due to delays to controlling items of work shown on approved work schedule: 0 days

TOTAL COST OF WORK: \$538,714.68 Premium Cost<sup>1</sup>: \$0.00

Amount to be paid from Lump Sum Contingency S.A. or Pay Item shown above: \$0.00

Work described results from a Design Error or Omission:  Yes  No

\*N/A when funding by contingency pay item

\*\*Number Work Orders on a Contingency Pay item sequentially beginning with 01, 02, 03, etc.

For each subsequent Contingency Supplemental Agreement (CSA) restart the numbering of the Work Orders on that CSA sequentially beginning with 01, 02, 03, etc.

Costs negotiated; work sheets documenting negotiated costs and basis for costs attached.

OR

Costs based on actual costs plus mark-ups as shown in above referenced Contingency Supplemental Agreement; work sheets itemizing costs attached.

If, prior to execution of this Work Order, the Department has not issued a Notice to Proceed to the Contractor for the work outlined herein, execution of this document by the Department shall serve as the Notice to Proceed.

The Department and the Contractor agree that the contract time adjustment and sum agreed to in this document constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in this document

  
Contractor Signature Printed Name: Rodrigo Isaza  
Title: MGM Senior Project Manager  
Date: 24/5/17

  
FDOT or CCEI Printed Name: Jose Morales, PE  
Title: Senior Project Engineer  
Date: 5/24/17

Approved:   
Date: 8/23/17

FHWA Participation<sup>2</sup> \$0.00  
Non-Participation \$538,714.68

<sup>1</sup> Premium Cost is defined as additional cost which would not have been incurred if the work described herein had been included in the original contract

<sup>2</sup> Attach reasons justifying FHWA participation