



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

**SUPPLEMENTAL AGREEMENT NO. 01
TO DESIGN-BUILD CONTRACT**

MDX PROCUREMENT/CONTRACT NO.: MDX-16-01 **BOND NUMBERS:**
MDX WORK PROGRAM NOS.: 83611.101 **106917823/106924813**

MDX PROJECT/SERVICE TITLE: **DESIGN-BUILD SERVICES FOR THE
RECONSTRUCTION OF SR-836/I-395 FROM
WEST OF NW 17TH AVENUE TO I-
95/MIDTOWN INTERCHANGE IN MIAMI-
DADE COUNTY**

THIS SUPPLEMENTAL AGREEMENT NO. 01 TO DESIGN-BUILD CONTRACT (as "SA #01") is made and entered into this 24 day of March, 2019 (the "Effective Date"), by and between the **Miami-Dade County Expressway Authority d/b/a Miami Dade Expressway Authority (the "Authority" or "MDX")**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under the Florida Expressway Authority Act, Part I of Chapter 348, Florida Statutes, acting by and through its Governing Board, and **Archer Western-de Moya Joint Venture** (as "AWdMJV" or the "Design-Build Firm"), a Florida Corporation, F.E.I.N. 383993222; **Travelers Casualty and Surety Company of America** (as "Travelers" or "Surety") a Connecticut corporation duly authorized to transact business in the State of Florida; (collectively, referred to as the "Parties" to this SA #01).

WITNESSETH

WHEREAS, The Florida Department of Transportation (Department), pursuant to Section 334.30, Florida Statutes, issued Request for Proposals (RFP), for SR 836/I-395/I-95, to solicit competitive bids and proposals from Design-Build Firms (DBFs) for two separate contracts for construction improvements to the same area but improvements/right of way owned/operated by the Department and MDX. The first contract (E6J53) is the Department Contract between the Department and the Archer Western - de Moya Joint Venture for the design and construction of the Total Project. The second contract (MDX-16-11) is the

Miami Dade Expressway (MDX) Contract between MDX and Archer Western – de Moya Joint Venture for the design and construction of the Total Project; and

WHEREAS, the I-395 Agreements means, collectively, the Department Contract and the MDX Contract; and

WHEREAS, MDX procured for all work necessary to complete its **Design-Build Services for the Reconstruction of SR-836 from West of NW 17th Avenue to I-95/Midtown Interchange in Miami-Dade County** (the “Project”), entered into MDX Procurement/Contract No. **MDX-16-11** with AWdMJV on **July 12, 2018** (the Design-Build Contract” or “Contract”) to facilitate the Project; and

WHEREAS, in the past, most construction agreements with DBFs contain a pay item for contingency(s); and

WHEREAS, the purpose of this Supplemental Agreement No. 01 to the Design-Build Contract MDX-16-01, Work Program No. 83611.101 is to allow for the following:

1. Add specification and pay item for Contingency.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Contingency

- A. MDX and the AWdMJV agree to add the pay item 9999-21 Contingency and to set forth a Procedure to expedite payment for any unforeseen additional work which is necessary to complete the work and make the project functionally operational in accordance with the intent of the original contract. Unforeseen additional work shall not include overruns of existing contract items of work at established contract unit prices. The maximum amount of accumulated work orders written against this contingency item shall not exceed **One Hundred Fifty Thousand and no Cents (\$150,000.00)**.
- B. MDX and AWdMJV agree that the cost of unforeseen additional work approved by the Engineer will be a negotiated amount, or in lieu of negotiation reimbursement, shall be made based on material invoices and labor payrolls including mark-ups as shown in subsection 4-3.2 of the Specifications from contract E6J53 between the Department and AWdMJV.



- C. MDX and AWdMJV agree that this Supplemental Agreement shall not alter or change in any manner the force and effect of the original Contract(s) MDX-16-01 and E6J53, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.
- D. MDX and AWdMJV agree that the cost agreed to and documented on the work order constitutes a full and complete settlement of the issues set forth in that work order. The Contractor accepts the terms of this Supplemental Agreement as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs.
- E. MDX and AWdMJV agree that the execution of this Supplemental Agreement shall not constitute authorization to proceed with any work. No work shall be performed pursuant to this Supplemental Agreement until such time as a valid and fully executed work order is issued authorizing work within the scope of F.S.337.11(9). No work outside that scope of that statute may be authorized.
- F. MDX and AWdMJV agree that time will not be accrued or granted via this Supplemental Agreement. A separate work order or time extension letter will document any impact or unforeseen additional work on controlling items of work shown on the Contractor's approved work progress schedule.

NOW THEREFORE, as a result of this Supplemental Agreement, the Contract Amount is **One Hundred Eighty-Six Million, One Hundred Forty-Nine Thousand, Nine Hundred Ninety-Eight Dollars and no Cents (\$186,149,998.00)**.

The following table sets forth the revision to the Contract Amount for each Contract Supplemental Agreement including this SA # 01.

MDX WORK PROGRAM NO. 83611-101	
Original Contract Amount	
Original Design-Build Total	\$185,999,998.00
Engineer's Field Office	
Insurance and Contract Bond	
Contingency Amount	
Total	\$185,999,998.00
Supplemental Agreement No. 01	
Increase to Contract Amount (Contingency)	\$150,000.00



MDX PROCUREMENT/CONTRACT NO.: MDX-16-01**MDX WORK PROGRAM NOS.: 83611.101****MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR THE RECONSTRUCTION OF SR-836/I-395
FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI-DADE COUNTY**

Subtotal	\$150,000.00
Contract Amount	
Total	\$186,149,998.00

There is no additional Contract Time granted for this Supplemental Agreement.

MDX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
Original Contract Time		
Notice to Proceed - 7/13/2018		
Construction Time Starts - 10/29/2018	10/27/2022	1460 Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
7 Calendar Days (Extension dated 12/12/2018)	11/3/2022	1467 Calendar Days
8 Calendar Days (Extension dated 01/02/2019)	11/11/2022	1475 Calendar Days
3 Calendar Days (Extension dated 02/01/2019)	11/14/2022	1478 Calendar Days
4 Calendar Days (Extension dated 03/01/2019)	11/18/2022	1482 Calendar Days
7 Calendar Days (Extension dated 04/01/2019)	11/25/2022	1489 Calendar Days
4 Calendar Days (Extension dated 05/01/2019)	11/29/2022	1493 Calendar Days
6 Calendar Days (Extension dated 06/01/2019)	12/5/2022	1499 Calendar Days
11 Calendar Days (Extension dated 07/01/2019)	12/16/2022	1510 Calendar Days
8 Calendar Days (Extension dated 08/01/2019)	12/24/2022	1516 Calendar Days
15 Calendar Days (Extension dated 09/03/2019)	1/8/2023	1533 Calendar Days
7 Calendar Days (Extension dated 10/02/2019)	1/15/2023	1540 Calendar Days
4 Calendar Days (Extension dated 11/01/2019)	1/19/2023	1544 Calendar Days
1 Calendar Days (Extension dated 11/12/2019)	1/20/2023	1545 Calendar Days
5 Calendar Days (Extension dated 12/02/2019)	1/25/2023	1550 Calendar Days
9 Calendar Days (Extension dated 01/02/2020)	2/3/2023	1559 Calendar Days
12 Calendar Days (Extension dated 02/03/2020)	2/15/2023	1571 Calendar Days
4 Calendar Days (Extension dated 03/02/2020)	2/19/2023	1575 Calendar Days
Supplemental Agreement # 01		
0 Calendar Days	2/19/2023	1575 Calendar Days

The Parties hereby agree that the enhancement expressed in this SA # 01, adding a contingency pay item, constitutes a full and complete settlement for all the matters set forth within.

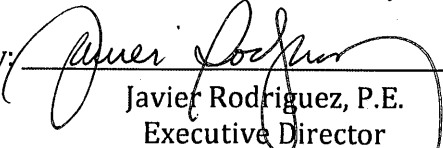
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IN WITNES WHEREOF, the Parties have caused this SA # 01 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

MIAMI-DADE EXPRESSWAY AUTHORITY

By: 
Javier Rodriguez, P.E.
Executive Director

ARCHER WESTERN - DE MOYA JOINT VENTURE

By: 
Signature of Authorized Office

Kevin McGlinchey
Print Name of Authorized Officer

Attorney-in-Fact
Print Title of Authorized Officer

ATTEST 
Secretary Signature

[DESIGN-BUILD FIRM SEAL]

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: 
Authorized Signature

Sheryl Solomon, FL license No: W600336
Print Name of Authorized Signature

Attorney-in-Fact
Title of Authorized Signature

Countersigned: N/A
Resident Florida Agent

N/A
Print Name

(Corporate Seal)

A power of Attorney showing authority of the Surety's Agent, or Attorneys'-in-Fact, to sign on behalf of and bind the Surety Company shall be attached to this Supplemental Agreement No. 01 to MDX Procurement/Contract No. MDX-16-11.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SHERYL SOLOMON** of **CHICAGO**, Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

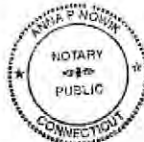
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

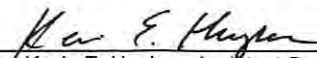
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11** day of **March**, **2020**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.