



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

SUPPLEMENTAL AGREEMENT NO. 7 TO DESIGN-BUILD CONTRACT

MDX PROCUREMENT/CONTRACT NO.: MDX-16-01

BOND NUMBERS:
106917823/106924813

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

THIS SUPPLEMENTAL AGREEMENT NO. 7 TO DESIGN-BUILD CONTRACT (as "SA #7") is made and entered into this 28th day of February, 2023 (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 created by the Board of County Commissioners of Miami Dade County as amended, acting by and through its Governing Board, and *Archer Western-de Moya Joint Venture* (as the "Design-Build Firm"), a *Florida* Corporation, duly authorized to transact business in the State of Florida *F.E.I.N. 38-3993222*; and *Travelers Casualty and Surety Company of America* (as "Surety") a *Connecticut* corporation duly authorized to transact business in the State of Florida; *F.E.I.N. 06-0907370* (collectively, referred to as the "Parties" to this SA #7).

WITNESSETH

WHEREAS, MDX and the Florida Department of Transportation (the "Department") separately engaged in the Project Development and Environment (PD&E) Study and design of improvements to the SR 836 and I-395 corridor and the Midtown Interchange to improve safety, reduce congestion and enhance mobility; and

WHEREAS, MDX and the Department agree that pursuant to *MDX Procurement/Contract No.: AGMT-FDOT-FY16-01*, and in partnership with MDX, that FDOT will competitively procure, and manage the construction contracts for both agencies; and

WHEREAS, the 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 (2) separate contracts for construction improvements to the same area but improvements/right of way owned/operated by the Department and MDX as follows:

MDX PROCUREMENT/CONTRACT NO.: MDX-16-01
MDX WORK PROGRAM NOS.: 83611.101
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- 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-16-01) is the MDX Contract between MDX and Archer Western – de Moya Joint Venture (the “Design-Build Firm”) for the MDX portion of the Total Project; and

WHEREAS, the I-395 Agreements, E6J53 and MDX-16-01, means collectively the Department Contract and the MDX Contract; and

WHEREAS, on **July 12, 2018**, MDX and the Design-Build Firm entered into MDX Procurement/Contract No. **MDX-16-01** (the “Design-Build Contract” or “Contract”) to facilitate the MDX portion of Total Project; and

WHEREAS, on **March 24, 2020**, the Parties entered into *Supplemental Agreement No. 1* to the Design-Build Contract **MDX-16-01** to add specification and a pay item for the Contingency; and

WHEREAS, on **October 22, 2020** the Parties entered into *Supplemental Agreement No. 2* to the Design-Build Contract **MDX-16-01** to add specification and pay item for Empirical Deck Method Cost Savings Initiative; to add specification and pay item for Preferred Equipment for Intelligent Transportation System (ITS); to add specification and pay item for Department of Corrections Parking Facility (Lot 4) Adjacent to Women's Detention Center and Temporary Parking Lot; and to add specification and pay item for Contingency; and

WHEREAS, on **October 22, 2020** the Parties entered into *Supplemental Agreement No. 3* to the Design-Build Contract **MDX-16-01** to add specification and pay item for Strengthening of Bridges 109 and 110; to add specification and pay item for Ramp T Descoping; to add specification and pay item for Ramp S and T Extra Design Fees; to add specification and pay item for Bridge 104 Design Fees for Change from TL 4 to TL 5 Traffic Railings; and to add specification and pay item for Contingency; and

WHEREAS, on **March 1, 2021** the Parties entered into *Supplemental Agreement No. 4* to the Design-Build Contract **MDX-16-01** to add specification and pay item for Steel and Aluminum Tariff Adjustments; and add specification and pay item for Wrong Way Countermeasures Design Fees; and

WHEREAS, on **June 9, 2021** the Parties entered into *Supplemental Agreement No. 5* to add specification for Auger Cast Pie (ACP) and incorporate settlement of issues as a Global Settlement; and

WHEREAS, on **February 23, 2022** the Parties entered into *Supplemental Agreement No. 5* to add coping under Bridge 121 (WB SR 836 ramp over NW 17 St) on both sides of NW 17 St.; to remove existing manhole and abandon pipe WB SR-836; to add Bridge 112 strengthening; for Extra Work for Ramp T Drainage due to unforeseen conditions during pipe installation at Structure X1706 and at Structure S266; and to add Contingency; and



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WHEREAS, the purpose of this *Supplemental Agreement No. 7* to the Design-Build Contract **MDX-16-01**, is to add the following changes to the Contract:

- Item 9999-15 Ground Penetrating Radar Test and Evaluation at Existing MSE Wall Ramp K;
- Item 9999-16 Ramp K - MDWASD 6 Inch WM Abandonment;
- Item 9999-17 Redesign of Signal at NW 17 Avenue;
- Cost Savings Initiative - Overhead Sign Structure OHC 205 (Net Savings);
- Item 9999-18 Cost Savings Overhead Sign Structure OHC 205;
- Item 9999-25 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. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The following attached exhibit and attachments are made part of this SA #7 and are hereby incorporated herein:
 - Exhibit A Entitlement Analysis;
 - Attachment A Proposed Widening of Ramp K Required a Proposed MSE Wall (836118A) to be Connected to the Existing MSE Wall;
 - Attachment B Engineer's Estimate of Ground Penetrating Radar Test & Evaluation at Existing Mechanically Stabilized Earth (MSE) Wall;
 - Attachment C Final Agreed Cost of Ground Penetrating Radar Test & Evaluation at Existing Mechanically Stabilized Earth (MSE) Wall;
 - Attachment D Engineer's Estimate - SR 836 Ramp K MDWASD 6-Inch WM Abandonment Grout;



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- Attachment E Engineer's Estimate - SR-836 - Redesign of Signal at NW 17 Avenue;
 - Attachment F Cost Savings Initiative Proposal Overhead Sign Structure OHC 205;
 - Attachment G Engineer's Estimate - Cost Savings Initiative: Overhead Sign Structure OHC 205.
3. As better described in *Exhibit A, Entitlement Analysis*, MDX and the Design-Build Firm agree to add the item **9999-15 Ground Penetrating Radar Test and Evaluation at Existing MSE Wall Ramp K** to MDX Contract MDX-16-01 in the amount of **Sixteen Thousand, Eighteen Dollars and Twenty-Seven Cents (\$16,018.27)** for the work of performing a Ground Penetrating Radar (GPR) analysis to ensure that there are no voids within the reinforced earth volume of the existing MSE wall.
4. Pursuant to *Exhibit A, Entitlement Analysis*, MDX and the Design-Build Firm agree to add the Item **9999-16 Ramp K - MDWASD 6 Inch WM Abandonment** to MDX Contract MDX-16-01 in the amount of **Fourteen Thousand, Two Hundred Forty-Three Dollars and Twelve Cents (\$14,243.12)**. This is the cost for the Work involved in the abandonment of the leaking 6-inch water main running south to north under Ramp K at approximately Sta. 8471+50.
5. As stated in *Exhibit A, Entitlement Analysis* MDX and the Design-Build Firm agree to add the Item **9999-17 Redesign of Signal at NW 17 Avenue** to MDX Contract MDX-16-01 in the amount of **Ninety-Two Thousand, Eight Hundred Sixty-Nine Dollars and Eighty Cents (\$92,869.80)** for the redesign of the existing signalized intersection of NW 17 Avenue and NW South River Drive as the Signal at this location must be upgraded to meet Miami Dade County requirements.
6. MDX and the Design-Build Firm agree to the **Cost Savings Initiative - Overhead Sign Structure OHC 205 (Net Savings)** to MDX Contract MDX-16-01 in the amount of **Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00)** for the CSI associated with changing the OHC-205 from a mitered monotube structure to a trichord truss structure as described in *Exhibit A, Entitlement Analysis*.
7. As better described in *Exhibit A, Entitlement Analysis*, MDX and the Design-Build Firm agree to add the Item **9999-18 Cost Savings Overhead Sign Structure OHC 205** to MDX Contract MDX-16-01 for the shared savings for the CSI as described in item 6 above. The Design-Build Firm is entitled to receive 50% of the total savings, in the amount of **Six Thousand, Two Hundred Fifty Dollars and Zero Cents (\$6,250.00)**.



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The cost savings to MDX is 50% of the total savings in the amount of ***Six Thousand, Two Hundred Fifty Dollars and Zero Cents (\$6,250.00)***.

8. Pursuant to ***Exhibit A, Entitlement Analysis*** MDX and the Design-Build Firm agree to add the Item ***9999-25 Contingency*** to MDX Contract MDX-16-01 in the amount of ***Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)***. The contingency is to be utilized for additional work such as remediation due to unforeseen conditions. This will allow for the Contract Work to proceed for repairs to existing facility as necessary to make the Contract functionally operational in accordance with the intent of the original Contract.
- a. MDX and the Design-Build Firm agree to add the pay item ***9999-25 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 ***Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)***.
 - b. MDX and the Design-Build Firm 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 invoice and labor payrolls including mark-ups as shown in subsection 4-3.2 of the Specifications from contract E6J53 between the Department and AWD MJV.
 - c. MDX and the Design-Build Firm 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 as far as the same is altered and amended by this Supplemental Agreement.
 - d. MDX and the Design-Build Firm 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 the Design-Build Firm 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.



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- f. MDX and the Design-Build Firm 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.

9. Contract Amount

As a result of this SA #7, the Contract Amount is hereby increased by **Five Hundred Sixteen Thousand, Eight Hundred Eighty-One Dollars and Nineteen Cents (\$516,881.19)** for a Contract Amount of **One Hundred Ninety Million, Nine Hundred Twenty-Six Thousand, One Hundred Forty-Two Dollars and Ninety-Eight Cents (\$190,926,142.98)**.

The following table sets forth the revisions to the Contract Amount for each Contract Supplemental Agreement including this SA #7.

MDX WORK PROGRAM NO. 83611-101	
Original Contract Amount	
Original Design-Build Total	\$185,999,998.00
Total	\$185,999,998.00
Supplemental Agreement No. 1	
Increase/Decrease to Contract	\$150,000.00
Subtotal	\$150,000.00
Contract Amount SA #1	
Design-Build Total	\$185,999,998.00
Contingency (Item 9999-21)	\$150,000.00
Total	\$186,149,998.00
Supplemental Agreement No. 2	
Increase/Decrease to Contract	\$0.00
Subtotal	\$0.00
Contract Amount SA #2	
Design-Build Total	\$185,999,998.00
Contingency (Item 9999-21)	\$150,000.00
Empirical Deck Method - CSI Reduction to Contract MDX-16-01 (Net Savings)	(\$366,576.00)
Item 9999-6 Cost Savings Initiative Empirical Deck Design Method	\$183,288.00
Item 9999-6 Preferred Equipment ITS	\$58,181.49
Item 9999-6 Women's Detention Center & Temporary Parking Lot Gates & Temporary Power	\$61,679.88
Item 9999-22 Contingency	\$63,426.63
Total	\$186,149,998.00

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MDX WORK PROGRAM NO. 83611-101	
Supplemental Agreement No. 3	
Increase/Decrease to Contract	\$1,843,934.32
Subtotal	\$1,843,934.32
Contract Amount SA #3	
Design-Build Total	\$185,999,998.00
Contingency (Item 9999-21)	\$150,000.00
Item 9999-7 Strengthening of Bridges 109 and 110	\$785,000.00
Item 9999-8 Ramp T De-Scoping	\$411,181.56
Item 9999-8 Ramp S and T Extra Design Fees	\$376,488.21
Item 9999-8 Bridge 104 Design Fees for Change from TL 4 to TL 5 Traffic Railing	\$101,264.55
Item 9999-23 Contingency	\$170,000.00
Total	\$187,993,932.32
Supplemental Agreement No. 4	
Increase/Decrease to Contract	\$1,432,888.53
Subtotal	\$1,432,888.53
Contract Amount SA #4	
Design-Build Total	\$187,673,932.32
Contingency (Item 9999-21)	\$150,000.00
Contingency (Item 9999-23)	\$170,000.00
Item 0-50-4 Steel and Aluminum Tariff Adjustments	\$1,391,280.00
Item 9999-9 Wrong-Way Countermeasures Design Fees	\$41,608.53
Total	\$189,426,820.85
Supplemental Agreement No. 5	
Increase/Decrease to Contract	\$0.00
Subtotal	\$0.00
Contract Amount SA #5	
Design-Build Total	\$189,106,820.85
Contingency (Item 9999-21)	\$150,000.00
Contingency (Item 9999-23)	\$170,000.00
Total	\$189,426,820.85
Supplemental Agreement No. 6	
Increase/Decrease to Contract	\$982,440.94
Subtotal	\$982,440.94
Contract Amount SA #6	
Design-Build Total	\$189,106,820.85
9999-10 Coping on Existing MSE Wall under Bridge 121	\$41,994.98
9999-11 WB SR-836 Remove Existing Manhole and Abandon Pipe	\$49,607.70
9999-12 Br 112 Strengthening	\$668,500.00
9999-13 Ramp T Drainage, Unforeseen Conditions During Pipe Install at Structure X1706	\$10,292.91
9999-14 Ramp T Drainage, Unforeseen Extra Work at Structure S266	\$12,045.35
Contingency (Item 9999-21)	\$150,000.00
Contingency (Item 9999-23)	\$170,000.00
Contingency (Item 9999-24)	\$200,000.00
Total	\$190,409,261.79

Supplemental Agreement No. 7 to Design-Build Contract

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MW Initials (Design-Build Firm)



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MDX WORK PROGRAM NO. 83611-101	
Supplemental Agreement No. 7	
Increase/Decrease to Contract	\$516,881.19
Subtotal	\$516,881.19
Contract Amount SA #6	
Design-Build Total	\$189,889,261.79
9999-15 Ground Penetrating Radar Test and Evaluation at Existing MSE Wall Ramp K	\$16,018.27
9999-16 Ramp K - MDWASD 6 Inch WM Abandonment	\$14,243.12
9999-17 Redesign of Signal at NW 17 Avenue	\$92,869.80
Cost Savings Initiative - Overhead Sign Structure OHC 205 (Net Savings)	(\$12,500.00)
9999-18 Cost Savings Overhead Sign Structure OHC 205	\$6,250.00
Contingency (Item 9999-21)	\$150,000.00
Contingency (Item 9999-23)	\$170,000.00
Contingency (Item 9999-24)	\$200,000.00
Contingency (Item 9999-25)	\$400,000.00
Total	\$190,926,142.98

10. Contract Bond Amount

As a result of this SA #7, the Contract Bond Amount is hereby increased by **Five Hundred Sixteen Thousand, Eight Hundred Eighty-One Dollars and Nineteen Cents (\$516,881.19)** for a Contract Bond Amount of **One Hundred Ninety Million, Nine Hundred Twenty-Six Thousand, One Hundred Forty-Two Dollars and Ninety-Eight Cents (\$190,926,142.98)**.

11. Contract Time

The Contract Time of *One Thousand Nine Hundred Fifty-Three (1953) Calendar Days* as noted on SA #6 is hereby revised to *One Thousand Nine Hundred Fifty-Two (1952) Calendar Days* due to a modification made on Time Extension dated 7/2/2020. The Time Extension revised the number of Calendar Days from *six (6) Calendar Days* to *five (5) Calendar Days*. The table provided for the Contract Time in SA #6 is hereby adjusted in this SA #7 to reflect this change.

There is no additional Contract Time granted for this SA #7 as a result of items 3 through 8 above.

Via Time Extensions dated from 02/02/2022 through 01/06/2023, and FDOT SA No. SMC0 115 to Contract E6J53, the Design-Build Firm has been granted *Fifty-Five (55) Calendar Days*.

The Contract Time is *Two Thousand, Seven (2007) Calendar Days* with a completion date of **April 26, 2024**.

The following table sets forth the revisions to the Contract Time based on the Time Extensions Granted for the Effects of Inclement Weather & Holidays, and Supplemental Agreements including this SA #7:



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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
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday (SA #1)		
Time Granted	End Date	Calendar Days
07 Calendar Days (Extension dated 12/12/2018)	11/03/2022	1467
08 Calendar Days (Extension dated 01/02/2019)	11/11/2022	1475
03 Calendar Days (Extension dated 02/01/2019)	11/14/2022	1478
04 Calendar Days (Extension dated 03/01/2019)	11/18/2022	1482
07 Calendar Days (Extension dated 04/01/2019)	11/25/2022	1489
04 Calendar Days (Extension dated 05/01/2019)	11/29/2022	1493
06 Calendar Days (Extension dated 06/01/2019)	12/05/2022	1499
11 Calendar Days (Extension dated 07/01/2019)	12/16/2022	1510
08 Calendar Days (Extension dated 08/01/2019)	12/24/2022	1516
15 Calendar Days (Extension dated 09/03/2019)	1/08/2023	1533
07 Calendar Days (Extension dated 10/02/2019)	1/15/2023	1540
04 Calendar Days (Extension dated 11/01/2019)	1/19/2023	1544
01 Calendar Days (Extension dated 11/12/2019)	1/20/2023	1545
05 Calendar Days (Extension dated 12/02/2019)	1/25/2023	1550
09 Calendar Days (Extension dated 01/02/2020)	2/03/2023	1559
12 Calendar Days (Extension dated 02/03/2020)	2/15/2023	1571
04 Calendar Days (Extension dated 03/02/2020)	2/19/2023	1575
Supplemental Agreement # 1		
00 Calendar Days	2/19/2023	1575
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday (SA #2)		
01 Calendar Days (Extension dated 04/01/2020)	2/20/2023	1576
03 Calendar Days (Extension dated 05/01/2020)	2/23/2023	1579
10 Calendar Days (Extension dated 06/02/2020)	3/05/2023	1589
05 Calendar Days (Extension dated 07/02/2020)	3/10/2023	1594
10 Calendar Days (Extension dated 08/04/2020)	3/20/2023	1604
06 Calendar Days (Extension dated 09/01/2020)	3/26/2023	1610
Supplemental Agreement #2		
00 Calendar Days	3/26/2023	1610
Time Granted	End Date	Calendar Days
Supplemental Agreement #3		
00 Calendar Days	3/26/2023	1610

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MDX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday (SA #4)		
10 Calendar Days (Extension dated 10/02/2020)	4/5/2023	1620
07 Calendar Days (Extension dated 11/04/2020)	4/12/2023	1627
19 Calendar Days (Extension dated 12/08/2020)	5/1/2023	1646
05 Calendar Days (Extension dated 01/07/2021)	5/6/2023	1651
03 Calendar Days (Extension dated 02/03/2021)	5/9/2023	1654
Supplemental Agreement #4		
00 Calendar Days	5/9/2023	1654
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday (SA #5)		
04 Calendar Days (Extension dated 03/02/2021)	5/13/2023	1658
01 Calendar Days (Extension dated 04/01/2021)	5/14/2023	1659
Contract Time added by the Department Supplemental Agreement No SMC0 38 to Contract E6J53		
240 Calendar Days	1/9/2024	1899
Supplemental Agreement #5		
00 Calendar Days	1/9/2024	1899
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday (SA #6)		
02 Calendar Days (Extension dated 05/01/2021)	1/11/2024	1901
03 Calendar Days (Extension dated 06/01/2021)	1/14/2024	1904
10 Calendar Days (Extension dated 07/02/2021)	1/24/2024	1914
07 Calendar Days (Extension dated 08/02/2021)	1/31/2024	1921
04 Calendar Days (Extension dated 09/01/2021)	2/4/2024	1925
07 Calendar Days (Extension dated 10/01/2021)	2/11/2024	1932
04 Calendar Days (Extension dated 11/08/2021)	2/15/2024	1936
08 Calendar Days (Extension dated 12/01/2021)	2/23/2024	1944
08 Calendar Days (Extension dated 01/03/2022)	3/2/2024	1952
Supplemental Agreement #6		
00 Calendar Days	3/2/2024	1952

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MDX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday (SA #7)		
04 Calendar Days (Extension dated 02/02/2022)	3/6/2024	1956
00 Calendar Days (Extension dated 03/01/2022)	3/6/2024	1956
05 Calendar Days (Extension dated 04/01/2022)	3/11/2024	1961
01 Calendar Days (Extension dated 05/04/2022)	3/12/2024	1962
04 Calendar Days (Extension dated 06/02/2022)	3/16/2024	1966
03 Calendar Days (Extension dated 07/05/2022)	3/19/2024	1969
02 Calendar Days (Extension dated 08/01/2022)	3/21/2024	1971
01 Calendar Days (Extension dated 09/02/2022)	3/22/2024	1972
09 Calendar Days (Extension dated 10/01/2022)	3/31/2024	1981
01 Calendar Days (Extension dated 11/01/2022)	4/1/2024	1982
09 Calendar Days (Extension dated 12/01/2022)	4/10/2024	1991
10 Calendar Days (Extension dated 01/06/2023)	4/20/2024	2001
Contract Time added by the Department Supplemental Agreement No SMC0 115 to Contract E6J53		
06 Calendar Days	4/26/2024	2007
Supplemental Agreement #7		
00 Calendar Days	4/26/2024	2007

12. The Parties hereby agree that the enhancements expressed in this SA #7, adding the aforementioned pay items, constitutes a full and complete settlement for all the matters set forth within and full and complete settlement of all design and construction issues including request for additional time and additional costs, unless otherwise expressly noted in this SA #7.
13. MDX reserves all of its rights provided under the Contract and Florida law and nothing herein, whether stated or implied, waives such rights.
14. The defined terms used herein, unless otherwise defined in this SA #7, shall have the meanings ascribed to them in the Contract(s) MDX-16-01 and E6J53.
15. Except as expressly provided herein, all of the terms, conditions, covenants, agreements and understandings contained in the Contract(s) MDX-16-01 and E6J53 shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
16. This SA #7 shall not alter or change in any manner the force and effect of the Contract(s) MDX-16-01 and E6J53, including any previous amendments thereto, except insofar as the same is altered and amended by this SA #7.



MIAMI-DADE EXPRESSWAY AUTHORITY
3790 NW 21 St. Miami, FL 33142
www.mdxway.com

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

17. Exhibits and Attachments

Exhibit A Entitlement Analysis;

- | | |
|--------------|---|
| Attachment A | Proposed Widening of Ramp K Required a Proposed MSE Wall (836118A) to be Connected to the Existing MSE Wall; |
| Attachment B | Engineer's Estimate of Ground Penetrating Radar Test & Evaluation at Existing Mechanically Stabilized Earth (MSE) Wall; |
| Attachment C | Final Agreed Cost of Ground Penetrating Radar Test & Evaluation at Existing Mechanically Stabilized Earth (MSE) Wall; |
| Attachment D | Engineer's Estimate – SR 836 Ramp K MDWASD 6-Inch WM Abandonment Grout; |
| Attachment E | Engineer's Estimate - SR-836 - Redesign of Signal at NW 17 Avenue; |
| Attachment F | Cost Savings Initiative Proposal Overhead Sign Structure OHC 205; |
| Attachment G | Engineer's Estimate - Cost Savings Initiative: Overhead Sign Structure OHC 205. |

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MIAMI-DADE COUNTY

IN WITNESS WHEREOF, the Parties have caused this SA #7 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

By: _____

Darlene M. Fernandez, P.E.
Executive Director

ARCHER WESTERN - DE MOYA JOINT VENTURE

By: _____

Signature of Authorized Officer

Matthew Walsh

Print Name of Authorized Officer

Managing Member

Title of Authorized Officer

ATTEST: _____

Secretary Signature Sean C. Walsh,
Secretary

{Corporate Seal}

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: _____

Authorized Signatory

Patricia Collins

Print Name of Authorized Signatory

Attorney-in-Fact

Title of Authorized Signatory

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. 7 to MDX Procurement/ Contract No. MDX-16-01.



**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 **Patricia Collins** of **SARASOTA, Florida**, their true and lawful Attorney(s)-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 **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, 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, 2026**



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 each of the Companies, 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 each of the Companies, 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 **1st** day of **February**, **2023**



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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**