



## SUPPLEMENTAL AGREEMENT NO. 10 TO DESIGN-BUILD CONTRACT

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

BOND NUMBERS:  
106917823/106924813

GMX WORK PROGRAM NOS.: 83611.101

GMX 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. 10 TO DESIGN BUILD CONTRACT (as "SA #10") is made and entered into this 1st day of March, 2024 (the "Effective Date"), by and between the **Greater Miami Expressway Agency** ("GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, and **Archer Western-de Moya Joint Venture** (the "Design-Build Firm"), a Florida corporation, located at **4343 Anchor Plaza Parkway, Suite 155, Tampa Florida 33634** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **38-3993222**; and **Travelers Casualty and Surety Company of America** (as "Surety") a **Connecticut** corporation located at **One Tower Square, Hartford, Connecticut 06183** and duly authorized to transact business in the State of Florida; Federal I.D. No. **06-0907370** (collectively, referred to herein as the "Parties" to this SA #10).

### WITNESSETH

WHEREAS, **MIAMI-DADE EXPRESSWAY AUTHORITY** ("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 agreed 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:

- 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.





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**AVENUE TO I-95/ MIDTOWN INTERCHANGE IN MIAMI-DADE**  
**COUNTY**

- The second contract (MDX-16-01) is the MDX Contract between MDX and Archer Western – de Moya Joint Venture 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** for the Work associated with the ***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*** (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 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 the Design-Build Contract **MDX-16-01** to add specification for Auger Cast Pile (ACP) and incorporate settlement of issues as a Settlement; and

**WHEREAS**, on **February 23, 2022** the Parties entered into *Supplemental Agreement No. 6* to the Design-Build Contract **MDX-16-01** to add specification and pay item for coping under Bridge 121 (WB SR 836 ramp over NW 17 Street) on both sides of NW 17 Street; to add specification and pay item to remove existing manhole and abandon pipe WB SR-836; to add specification and pay item for Bridge 112 strengthening; to add specification and pay item for Extra Work for Ramp T Drainage due to unforeseen conditions during pipe installation at Structure X1706 and at Structure S266; and to add specification and pay item Contingency; and





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**AVENUE TO I-95/ MIDTOWN INTERCHANGE IN MIAMI-DADE**  
**COUNTY**

**WHEREAS**, on **February 28, 2023**, the Parties entered into *Supplemental Agreement No. 7* to the Design-Build Contract **MDX-16-01** to add specification and pay item for Ground Penetrating Radar (GPR) analysis at existing MSE wall located on the north side of Ramp K at Station 8471+00; to add specification and pay item for abandonment of the leaking 6-inch water main running south to north under Ramp K at approximately Sta. 8471+50; to add specification and pay item for Re-Design of Signal at NW 17 Avenue; to add specification and pay item for Cost Savings Initiative for Overhead Sign Structure OHC 205; and to add specification and pay item for Contingency; and

**WHEREAS**, on **July 11, 2023**, the Parties entered into *Supplemental Agreement No. 8* to the Design-Build Contract **MDX-16-01**, to add specification and incorporate settlement of Material Price Escalations issues; and

**WHEREAS**, on **December 14, 2023**, due to clarification during the 2023 Regular Legislative Session dissolving Miami Dade County Expressway Authority the Parties entered into *Supplemental Agreement No. 9* to the Design-Build Contract **MDX-16-01**, to replace all references of Miami Dade County Expressway Authority and/or MDX with **Greater Miami Expressway Agency** and/or **GMX**; and

**WHEREAS**, the purpose of this SA #10 is to add specification and pay items for the following:

- Additional scope involved with acquiring the ROW needed for the Design-Build Firm's design which includes the investigation of the City's and FDOT's ROW maps, preparation of the parcel descriptions and sketches, meetings with the City, and overall coordination; and
- Strengthening the substructure of existing Bridge 870367 (Bridge 113) which includes providing design for the strengthening of the existing bridge, Independent Peer Review (IPR) of the proposed design and strengthening the existing bridge.

**NOW THEREFORE**, in accordance with GMX Board approval; and Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the Procurement Policy; incorporated herein, in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. *Exhibit A-1, Entitlement Analysis* and attachments are made part of this SA #10 and are hereby incorporated herein.
3. *Exhibit A-2, Entitlement Analysis* and attachments are made part of this SA #10 and are hereby incorporated herein.
4. In accordance with *Exhibit A-1, Entitlement Analysis*, Item 9999-20 ROW Eng Costs related to ROW Easements is hereby added to GMX Contract **GMX-16-01** in the amount of **One Hundred Thirty-Six Thousand, Six Hundred Thirty-Five Dollars and Twenty-Two Cents (\$136,635.22)**. This is the cost for additional scope involved with acquiring the ROW needed for the Design-Build Firm's design which includes the investigation of the City's and FDOT's ROW maps, preparation of the parcel descriptions and sketches, meetings with the City, and overall coordination.





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5. As further described in *Exhibit A-1, Entitlement Analysis*, the Design Build Firm hereby rescinds, withdraws, and agrees to not pursue the following Notices of Intent to Claim (NOIs) under the Contract **GMX-16-01**: 0009, 0009.1, 0009.2, 0009.3, 0009.4, 0009.5 & 0039.
6. In accordance with *Exhibit A-2, Entitlement Analysis*, Item 9999-26 Bridge 870367 (Bridge 113) Strengthening is hereby added to GMX Contract **GMX-16-01** in the amount of ***One Hundred Forty-Nine Thousand, Six Hundred Forty-Nine Dollars and Eighty-Six Cents (\$149,649.86)***. This is the cost for additional scope involved with performing design and construction for strengthening existing Bridge 870367 (Bridge 113).
7. As further described in *Exhibit A-2, Entitlement Analysis*, The Design Build Firm rescinds, withdraws, and agrees to not pursue the following Notices of Intent to Claim (NOIs) under the Contract **GMX-16-01**: 0135, 0135.1.
8. **Contract Amount**

Pursuant to *Exhibit A-1, Entitlement Analysis*, and *Exhibit A-2, Entitlement Analysis*, ***Two Hundred Eighty-Six Thousand, Two Hundred Eighty-Five Dollars and Eight Cents (\$286,285.08)*** is hereby added to the Contract Amount of ***One Hundred Ninety-Seven Million, Four Hundred Twenty-Six Thousand, One Hundred Forty-Two Dollars and Ninety-Eight Cents (\$197,426,142.98)*** for a Contract Amount of ***One Hundred Ninety-Seven Million, Seven Hundred Twelve Thousand, Four Hundred Twenty-Eight Dollars and Six Cents (\$197,712,428.06)***. ✓

The following table sets forth the revisions to the Contract Amount for each Contract Supplemental Agreement including this SA #10.

GMX WORK PROGRAM NO. 83611-101	
Original Contract Amount	
Original Design-Build Total	\$185,999,998.00
<b>Total</b>	<b>\$185,999,998.00</b>
Supplemental Agreement No. 1	
Increase/Decrease to Contract	\$150,000.00
<b>Subtotal</b>	<b>\$150,000.00</b>
Contract Amount SA #1	
Design-Build Total	\$185,999,998.00
Contingency (Item 9999-21)	\$150,000.00
<b>Total</b>	<b>\$186,149,998.00</b>

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**GMX WORK PROGRAM NOS.: 83611.101**  
**GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR THE**  
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**AVENUE TO I-95/ MIDTOWN INTERCHANGE IN MIAMI-DADE**  
**COUNTY**

<b>GMX WORK PROGRAM NO. 83611-101</b>	
<b>Supplemental Agreement No. 2</b>	
Increase/Decrease to Contract	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>
<b>Contract Amount SA #2</b>	
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	<b>\$58,181.49</b>
Item 9999-6 Women's Detention Center & Temporary Parking Lot Gates & Temporary Power	\$61,679.88
Item 9999-22 Contingency	\$63,426.63
<b>Total</b>	<b>\$186,149,998.00</b>
<b>Supplemental Agreement No. 3</b>	
Increase/Decrease to Contract	\$1,843,934.32
<b>Subtotal</b>	<b>\$1,843,934.32</b>
<b>Contract Amount SA #3</b>	
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
<b>Total</b>	<b>\$187,993,932.32</b>
<b>Supplemental Agreement No. 4</b>	
Increase/Decrease to Contract	<b>\$1,432,888.53</b>
<b>Subtotal</b>	<b>\$1,432,888.53</b>
<b>Contract Amount SA #4</b>	
Design-Build Total	<b>\$187,673,932.32</b>
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
<b>Total</b>	<b>\$189,426,820.85</b>

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**GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR THE**  
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**AVENUE TO I-95/ MIDTOWN INTERCHANGE IN MIAMI-DADE**  
**COUNTY**

<b>GMX WORK PROGRAM NO. 83611-101</b>	
<b>Supplemental Agreement No. 5</b>	
Increase/Decrease to Contract	<b>\$0.00</b>
<b>Subtotal</b>	<b>\$0.00</b>
<b>Contract Amount SA #5</b>	
Design-Build Total	<b>\$189,106,820.85</b>
Contingency (Item 9999-21)	\$150,000.00
Contingency (Item 9999-23)	\$170,000.00
<b>Total</b>	<b>\$189,426,820.85</b>
<b>Supplemental Agreement No. 6</b>	
Increase/Decrease to Contract	\$982,440.94
<b>Subtotal</b>	<b>\$982,440.94</b>
<b>Contract Amount SA #6</b>	
Design-Build Total	<b>\$189,106,820.85</b>
Item 9999-10 Coping on Existing MSE Wall under Bridge 121	\$41,994.98
Item 9999-11 WB SR-836 Remove Existing Manhole and Abandon Pipe	\$49,607.70
Item 9999-12 Br 112 Strengthening	\$668,500.00
Item 9999-13 Ramp T Drainage, Unforeseen Conditions During Pipe Install at Structure X1706	\$10,292.91
Item 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
<b>Total</b>	<b>\$190,409,261.79</b>
<b>Supplemental Agreement No. 7</b>	
Increase/Decrease to Contract	\$516,881.19
<b>Subtotal</b>	<b>\$516,881.19</b>
<b>Contract Amount SA #7</b>	
Design-Build Total	<b>\$189,889,261.79</b>
Item 9999-15 Ground Penetrating Radar Test and Evaluation at Existing MSE Wall Ramp K	\$16,018.27
Item 9999-16 Ramp K - MDWASD 6 Inch WM Abandonment	\$14,243.12
Item 9999-17 Redesign of Signal at NW 17 Avenue	\$92,869.80
Cost Savings Initiative - Overhead Sign Structure OHC 205 (Net Savings)	( <b>\$12,500.00</b> )
Item 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
<b>Total</b>	<b>\$190,926,142.98</b>





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**COUNTY**

<b>GMX WORK PROGRAM NO. 83611-101</b>	
<b>Supplemental Agreement No. 8</b>	
Increase/Decrease to Contract	\$6,500,000.00
<b>Subtotal</b>	<b>\$6,500,000.00</b>
<b>Contract Amount SA #8</b>	
Design-Build Total	<b>\$190,006,142.98</b>
Item 0-50-4 Steel and Aluminum Tariff Adjustment	<b>(\$1,391,280.00)</b>
Item 9999-19 Materials Escalation Settlement	\$7,891,280.00
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
<b>Total</b>	<b>\$197,426,142.98</b>
<b>Supplemental Agreement No. 9</b>	
Increase/Decrease to Contract	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>
<b>Contract Amount SA</b>	
Design-Build Total	<b>\$196,506,142.98</b>
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
<b>Total</b>	<b>\$197,426,142.98</b>
<b>Supplemental Agreement No. 10</b>	
Increase/Decrease to Contract	\$286,285.08
<b>Subtotal</b>	<b>\$286,285.08</b>
<b>Contract Amount SA</b>	
Design-Build Total	<b>\$196,506,142.98</b>
Item 9999-20 ROW Eng Costs related to ROW Easements	\$136,635.22
Item 9999-26 Bridge 870367 (Bridge 113) Strengthening	\$149,649.86
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
<b>Total</b>	<b>\$197,712,428.06</b>





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**9. Contract Bond Amount**

As a result of this SA #10, the Contract Bond Amount of *One Hundred Ninety-Seven Million, Four Hundred Twenty-Six Thousand, One Hundred Forty-Two Dollars and Ninety-Eight Cents (\$197,426,142.98)* is hereby increased by *Two Hundred Eighty-Six Thousand, Two Hundred Eighty-Five Dollars and Eight Cents (\$286,285.08)* for a Contract Bond Amount of *One Hundred Ninety-Seven Million, Seven Hundred Twelve Thousand, Four Hundred Twenty-Eight Dollars and Six Cents (\$197,712,428.06)*.

**10. Contract Time**

There is no additional Contract Time granted for this SA #10 as a result of items 2 through 7 above.

Via Time Extensions dated from 07/05/2023 through 01/02/2024, the Design-Build Firm has been granted *Sixty-Three (63) Calendar Days*, and the Contract Time is *Two Thousand, Eighty-One (2081) Calendar Days* with a completion date of **July 9, 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 #10:

GMX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
<b>Original Contract Time</b>		
Notice to Proceed - 7/13/2018		
Construction Time Starts - 10/29/2018	10/27/2022	1460
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday (SA #1)</b>		
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
<b>Supplemental Agreement # 1</b>		
00 Calendar Days	2/19/2023	1575





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GMX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday</b> <b>(SA #2)</b>		
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
<b>Supplemental Agreement #2</b>		
00 Calendar Days	3/26/2023	1610
Time Granted	End Date	Calendar Days
<b>Supplemental Agreement #3</b>		
00 Calendar Days	3/26/2023	1610
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday</b> <b>(SA #4)</b>		
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
<b>Supplemental Agreement #4</b>		
00 Calendar Days	5/9/2023	1654
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday</b> <b>(SA #5)</b>		
04 Calendar Days (Extension dated 03/02/2021)	5/13/2023	1658
01 Calendar Days (Extension dated 04/01/2021)	5/14/2023	1659
<b>Contract Time added by the Department Supplemental Agreement No SMC0 38 to Contract E6J53</b>		
240 Calendar Days	1/9/2024	1899
<b>Supplemental Agreement #5</b>		
00 Calendar Days	1/9/2024	1899

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GMX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday (SA #6)</b>		
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
<b>Supplemental Agreement #6</b>		
00 Calendar Days	3/2/2024	1952
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday (SA #7)</b>		
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
<b>Contract Time added by the Department Supplemental Agreement No SMC0 115 to Contract E6J53</b>		
06 Calendar Days	4/26/2024	2007
<b>Supplemental Agreement #7</b>		
00 Calendar Days	4/26/2024	2007
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday (SA #8)</b>		
02 Calendar Days (Extension dated 02/01/2023)	4/28/2024	2009
00 Calendar Days (Extension dated 03/01/2023)	4/28/2024	2009
02 Calendar Days (Extension dated 04/01/2023)	4/30/2024	2011
04 Calendar Days (Extension Dated 05/01/2023)	5/4/2024	2015
03 Calendar Days (Extension dated 06/01/2023)	5/7/2024	2018
<b>Supplemental Agreement #8</b>		
00 Calendar Days	5/7/2024	2018

TABLE CONTINUED ON FOLLOWING PAGE





**GMX PROCUREMENT/CONTRACT NO.: GMX-16-01**  
**GMX WORK PROGRAM NOS.: 83611.101**  
**GMX 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**

GMX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
<b>Supplemental Agreement #9</b>		
00 Calendar Days	5/7/2024	2018
Time Granted	End Date	Calendar Days
<b>Adjustment to Contract Time for the Effects of Inclement Weather &amp; Holiday</b>		
<b>SA #10</b>		
3 Calendar Day (Extension dated 07/05/2023)	5/10/2024	2021
6 Calendar Day (Extension dated 08/01/2023)	5/16/2024	2027
14 Calendar Day (Extension dated 10/01/2023)	5/30/2024	2041
12 Calendar Day (Extension dated 10/04/2023)	6/11/2024	2053
5 Calendar Day (Extension dated 11/01/2023)	6/16/2024	2058
4 Calendar Day (Extension dated 11/09/2023)	6/20/2024	2062
8 Calendar Day (Extension dated 12/01/2023)	6/28/2024	2070
11 Calendar Day (Extension dated 01/02/2024)	7/9/2024	2081
<b>Supplemental Agreement #10</b>		
0 Calendar Days	7/9/2024	2081

11. The defined terms used herein, unless otherwise defined in this SA #10, shall have the meanings ascribed to them in the Contract Documents.
12. Except as expressly provided herein, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
13. This SA #10 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this SA #10. Wherever the terms of this SA #10 and the terms of the Contract Documents are in conflict, the terms of this SA #10 shall govern and control.
14. The Parties hereby agree the consideration expressed in this SA #10, that the monetary sum(s) agreed to herein constitute a full and complete settlement of all the matters relating to and set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #10. The settlement outlined herein, is limited to and applies only to any claims arising out of or on account of the matters described and set forth in this SA #10 which constitutes the totality of SA #10.
15. Exhibits:
  - Exhibit A-1     Entitlement Analysis
  - Exhibit A-2     Entitlement Analysis





GMX PROCUREMENT/CONTRACT NO.: GMX-16-01  
GMX WORK PROGRAM NOS.: 83611.101  
GMX 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

IN WITNESS WHEREOF, the Parties have caused this SA #10 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

ARCHER WESTERN - DE MOYA JOINT VENTURE

By: [Signature] 3/1/24  
Torey Alston  
Interim Executive Director

By: [Signature]  
Signature of Authorized Officer

MATTHEW PERSING  
Print Name of Authorized Officer

ATTORNEY-IN-FACT  
Title of Authorized Officer

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: [Signature]  
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. 10 to GMX Procurement/Contract No. GMX-16-01.

Supplemental Agreement No. 10 to Design-Build Contract

Page 12 of 12

MP Initials (Design-Build Firm)





**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

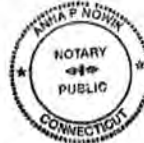
City of Hartford ss.

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 19th day of February, 2024



  
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.**

MP