



SUPPLEMENTAL AGREEMENT NO. 3 TO DESIGN-BUILD CONTRACT

GMX PROCUREMENT/CONTRACT NO.: RFP-22-01 BOND NUMBER:
107555527

GMX WORK PROGRAM NO.: 83634.030

GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR SR 836 NEW HEFT RAMP CONNECTIONS

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO DESIGN-BUILD CONTRACT (as "SA #3") is made and entered into this 10th day of January, 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 **Halley Engineering Contractors, Inc.**, (the "Design-Build Firm"), a **Florida** corporation located at **13901 Northwest 118 Avenue, Miami, Florida 33178** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **20-4804098** 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 #3

WITNESSETH

WHEREAS, Miami-Dade Expressway Authority ("MDX") competitively procured for all Services necessary to provide **Design-Build Services for SR 836 New HEFT Ramp Connections** (the "Work"), and subsequently on **February 25, 2022** entered into Design-Build Contract MDX Procurement/Contract No. **RFP-22-01**, with the Design-Build Firm to perform the Work (the "Contract"); and

WHEREAS, on **July 21, 2022**, the Parties entered into *Supplemental Agreement No. 1* to the Design-Build Contract to add specification and incorporate the design changes made by Pevida Highway Designers, LLC to allow for an alternative design, which eliminates the extensive weaving traffic patterns using a new exit identified as Ramp F2 which, greatly improves the safety of the traveling public, while facilitating traffic flow; and

WHEREAS, on **December 14, 2023**, the Parties entered into *Supplemental Agreement No. 2* to the Design-Build Contract to replace all references of Miami-Dade County Expressway Authority (MDX) with the Greater Miami Expressway Agency (GMX); and

WHEREAS, the purpose of this SA #3 is for the settlement of Additional Work associated with design and construction of the Ramp D-1 modifications required to provide NW 118th Place access to the Park & Ride Lot.



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NOW THEREFORE, in accordance with Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the Procurement Policy incorporated herein, and 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, Entitlement Analysis* and attachments are made part of this SA #3 and are hereby incorporated herein.
3. In accordance with *Exhibit A, Entitlement Analysis*, the Additional Work to design and construct the Ramp D-1 modifications required to provide NW 118th Place access to the Park & Ride Lot is hereby incorporated herein.
4. Pursuant to *Exhibit A, Entitlement Analysis*, **Four Million, Nine Hundred Eighty-Seven Thousand, One Hundred Sixty-Eight Dollars and Zero Cents (\$4,987,168.00)** is hereby added to the Contract Amount of **Forty-Two Million, One Hundred Twenty-Three Thousand, Two Hundred Ninety-Eight Dollars and Zero Cents (\$42,123,298.00)** for a Contract Amount of **Forty-Seven Million, One Hundred Ten Thousand, Four Hundred Sixty-Six Dollars and Zero Cents (\$47,110,466.00)**.

The following table sets forth the revisions to the Contract Amount for each Contract Supplemental Agreement including this SA #3.

MDX WORK PROGRAM NO. 83634.030	
Original Contract Amount	
Original Design-Build Total	\$41,298,298.00
Insurance and Contract Bond	\$425,000.00
Contingency	\$400,000.00
Total	\$42,123,298.00
Supplemental Agreement No. 1	
Increase/Decrease to Contract	\$00.00
Subtotal	\$00.00
Contract Amount SA #1	
Design-Build Total	\$41,298,298.00
Insurance and Contract Bond	\$425,000.00
Contingency	\$400,000.00
Total	\$42,123,298.00

MDX WORK PROGRAM NO. 83634.030	
Supplemental Agreement No. 2	
Increase/Decrease to Contract	\$00.00
Subtotal	\$00.00
Contract Amount SA #2	
Design-Build Total	\$41,298,298.00
Insurance and Contract Bond	\$425,000.00
Contingency	\$400,000.00
Total	\$42,123,298.00
Supplemental Agreement No. 3	
Increase/Decrease to Contract	\$4,987,168.00
Subtotal	\$4,987,168.00
Contract Amount SA #3	
Design-Build Total	\$46,297,522.00
Insurance and Contract Bond	\$425,000.00
Contingency (Less WO #1 & WO #2- \$12,056.00)	\$387,944.00
Total	\$47,110,466.00

5. Contract Bond Amount

As a result of this SA #3, the Contract Bond Amount of **Forty-Two Million, One Hundred Twenty-Three Thousand, Two Hundred Ninety-Eight Dollars and Zero Cents (\$42,123,298.00)** is hereby increased by **Four Million, Nine Hundred Eighty-Seven Thousand, One Hundred Sixty-Eight Dollars and Zero Cents (\$4,987,168.00)** for a Contract Bond amount of **Forty-Seven Million, One Hundred Ten Thousand, Four Hundred Sixty-Six Dollars and Zero Cents (\$47,110,466.00)**.

6. Contract Time

No additional Contract Time is granted as a result of this SA #3 as a result of items 2 through 4 above.

Pursuant to Section 8-20 of the *MDX General Specifications for Design-Build (V. 201811) (Exhibit C-1 to the Contract)* via Time Extensions dated from 08/01/2022 through 12/4/2023, the Design-Build Firm has been granted fifty-six (60) Calendar Days.

The Contract Time is **seven hundred and thirty-six (740) Calendar Days** with a completion date of **May 17, 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 #3:



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836 NEW HEFT RAMP CONNECTIONS

MDX WORK PROGRAM NO. 83634.030		
Time Granted	End Date	Calendar Days
Original Contract Time		
Notice to Proceed - 4/19/2022		
Contract Time Starts - 5/9/2022	3/18/2024	680
Adjustment to Contract Time for the Effects of Inclement Weather & Holidays (SA #1)		
Time Granted	End Date	Calendar Days
00 Calendar Days (Extension dated 6/1/2022)	3/18/2024	680
00 Calendar Days (Extension dated 7/1/2022)	3/18/2024	680
Supplemental Agreement # 1		
Time Granted	End Date	Calendar Days
00 Calendar Days	3/18/2024	680
Supplemental Agreement # 2		
Time Granted	End Date	Calendar Days
00 Calendar Days	3/18/2024	680
Adjustment to Contract Time for the Effects of Inclement Weather & Holidays (SA #3)		
Time Granted	End Date	Calendar Days
00 Calendar Days (Extension dated 8/1/2022)	3/18/2024	680
01 Calendar Days (Extension dated 9/1/2022)	3/19/2024	681
07 Calendar Days (Extension dated 10/3/2022)	3/26/2024	688
02 Calendar Days (Extension dated 11/1/2022)	3/28/2024	690
02 Calendar Days (Extension dated 12/1/2022)	3/30/2024	692
02 Calendar Days (Extension dated 1/3/2023)	4/1/2024	694
00 Calendar Days (Extension dated 2/1/2023)	4/1/2024	694
01 Calendar Days (Extension dated 3/1/2023)	4/2/2024	695
01 Calendar Days (Extension dated 4/1/2023)	4/3/2024	696
05 Calendar Days (Extension dated 5/1/2023)	4/8/2024	701
06 Calendar Days (Extension dated 6/1/2023)	4/14/2024	707
09 Calendar Days (Extension dated 7/3/2023)	4/23/2024	716
08 Calendar Days (Extension dated 8/1/2023)	5/1/2024	724
07 Calendar Days (Extension dated 9/3/2023)	5/8/2024	731
02 Calendar Days (Extension dated 10/2/2023)	5/10/2024	733
03 Calendar Days (Extension dated 11/1/2023)	5/13/2024	736
04 Calendar Days (Extension dated 12/4/2023)	5/17/2023	740
Supplemental Agreement # 3		
Time Granted	End Date	Calendar Days
00 Calendar Days	5/13/2024	740



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7. As a result of this SA #3, the revised ***Subcontractor/Subconsultant Utilization Report***, attached hereto as ***Exhibit B*** and made a part hereof, shall hereby replace all Small Business Utilization Reports, revised or otherwise, signed prior to the Effective Date of this SA #3.
8. The defined terms used herein, unless otherwise defined in this SA #3, shall have the meanings ascribed to them in the Contract Documents.
9. 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.
10. This SA #3 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 #3. Wherever the terms of this SA #3 and the terms of the Contract Documents are in conflict, the terms of this SA #3 shall govern and control.
11. The Parties hereby agree the consideration expressed in this SA #3, 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 #3. 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 #3 which constitutes the totality of SA #3.
12. Exhibits:

Exhibit A Entitlement Analysis

- | | |
|--------------|--|
| Attachment A | Cost Estimate Ramp D-1 Modifications |
| Attachment B | Costs for the Ramp D-1 modifications; Ramp D-1A connection; and NW 118th Place Bridge |
| Attachment C | General Engineering Consultant A concurrence for Design line item |
| Attachment D | Unit prices for each pay item element |
| Attachment E | Prime Contractor and Subcontractor markups per General Specifications for Design-Build |

Exhibit B Subcontractor/Subconsultant Utilization Report,



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GMX WORK PROGRAM NO.: 83634.030
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836 NEW HEFT RAMP CONNECTIONS

IN WITNESS WHEREOF, the Parties have caused this SA #3 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

By:  1/10/24
Torey Alston
Interim Executive Director

HALLEY ENGINEERING CONTRACTORS, INC.

By: 
Signature of Authorized Officer

Daniel Halley, P.E.
Print Name of Authorized Officer

President
Title of Authorized Officer

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: 
Authorized Signatory

Charles J. Nielson
Print Name of Authorized Signatory

Attorney-In-Fact
Title of Authorized Signatory

Countersigned: 
Resident Florida Agent

Charles J. Nielson, Licensed Resident Agent
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. 3 to GMX Procurement/Contract No. RFP-22-01.



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

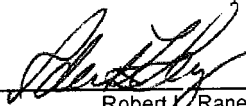
POWER OF ATTORNEY

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 **David R Hoover, Kristy L Collins, Jarrett Merlucci, Shawn A. Burton, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER** of Miami Lakes, 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 the, r 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

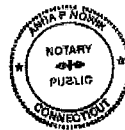
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

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 13th day of December, 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.