



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

SUPPLEMENTAL AGREEMENT NO. 3 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. 3 TO DESIGN-BUILD CONTRACT (as "SA #3") is made and entered into this 22nd day of OCTOBER, 2020 (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 of the State of Florida, under Chapter 348, Part 1, Florida Statutes, and created by the Board of County Commissioner 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 #3).

WITNESSETH

WHEREAS, MDX and the Florida Department of Transportation 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 Florida Department of Transportation (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.
- The second contract (MDX-16-01) is the Miami Dade Expressway (MDX) Contract between MDX and Archer Western – de Moya Joint Venture for the MDX portion of the Total Project; and

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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 add specification and a pay item for the Contingency; and

WHEREAS, 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, the purpose of this *Supplemental Agreement No. 3* to the Design-Build Contract **MDX-16-01**, is to allow for the following:

1. Add specification and pay item for Strengthening of Bridges 109 and 110.
2. Add specification and pay item for Ramp T Descoping.
3. Add specification and pay item for Ramp S and T Extra Design Fees.
4. Add specification and pay item for Bridge 104 Design Fees for Change from TL 4 to TL 5 Traffic Railings.
5. 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. **Strengthening of Bridges 109 and 110.**

MDX and the Design-Build Firm agree to add the item **9999-7 Strengthening of Bridges 109 and 110** to MDX Contract **MDX-16-01** in the amount of **Seven Hundred Eighty-Five Thousand Dollars and Zero Cents \$785,000.00** for strengthening of substructures and superstructures of bridges 109 and 110.

2. **Ramp T Descoping**

MDX and the Design-Build Firm agree to add the item **9999-8 Ramp T Descoping** to MDX Contract **MDX-16-01** in the amount of **Four Hundred Eleven Thousand, One Hundred Eighty-One Dollars and Fifty-Six Cents (411,181.56)** for Ramp T De-Scoping work at NW 17th Ave. This includes lighting, signing and pavement marking, intelligent transportation system, roadway work and miscellaneous items as shown in the Attachment B - Scope Clarifications (TMS) REV1.

3. **Ramp S and T Extra Design Fees Contract Amount**

MDX and the Design-Build Firm agree to add the Item **9999-8 Ramp S and T Extra Design Fees** to MDX Contract **MDX-16-01** in the amount of **Three Hundred Seventy Six Thousand, Four Hundred Eighty-Eight Dollars and Twenty-One Cents (\$376,488.21)**. This item is compensation for the additional scope of design work for plan revisions for the area along Ramp S (NB NW 17 Avenue to WB SR 836) and Ramp T (SB NW 17 Avenue to WB SR 836). This includes revisions to roadway plans and profile, x-sections, drainage, MSE walls, bridge structures, lighting and Signing and Marking plan sheets as well as effort spent resurveying the area and performing utility investigation and utility subsurface verification.

4. **Bridge 104 Design Fees for Change from TL 4 to TL 5 Traffic Railings**

MDX and the Design-Build Firm agree to add the Item **9999-8 Bridge 104 Design Fees for Change from TL 4 to TL 5 Traffic Railing** to MDX Contract **MDX-16-01** in the amount of **One Hundred One Thousand, Two Hundred Sixty-Four Dollars and Fifty-Five Cents (\$101,264.55)**. This item is compensation for the additional scope of design work for the change from the technical proposal for Viaduct Bridge 104 (EB SR 836 TO SB I 95) from a 36" high TL-4 traffic railing to TL-5 traffic railing 42" in height.

5. **Contingency**

- A. MDX and the Design-Build Firm agree to add the pay item **9999-23 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 Seventy Thousand Dollars and Zero Cents (\$170,000.00)**.
- B. MDX and 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 invoices and labor payrolls including mark-ups as shown in subsection 4-3.2 of the Specifications from contract E6J53 between the Department and Design-Build Firm.
- C. MDX and 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 SA #3 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.
- D. MDX and Design-Build Firm agree that the execution of this SA #3 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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- E. MDX and Design-Build Firm agree that time will not be accrued or granted via this SA #3. 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.

6. Contract Amount

As a result of this SA #3, the Contract Amount is hereby increased by **One Million, Eight Hundred Forty-Three Thousand, Nine Hundred Thirty-Four Dollars and Thirty-Two Cents (\$1,843,934.32)** for a Contract Amount of **One Hundred Eighty-Seven Million, Nine Hundred Ninety-Three Thousand, Nine Hundred Thirty-Two Dollars and Thirty-Two Cents (\$187,993,932.32)**.

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

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

TABLE CONTINUED ON FOLLOWING PAGE

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

7. Contract Bond Amount

As a result of this SA #3, the Contract Bond Amount is hereby increased by *One Million, Eight Hundred Forty-Three Thousand, Nine Hundred Thirty-Four Dollars and Thirty-Two Cents (\$1,843,934.32)* for a Contract Bond Amount of *One Hundred Eighty-Seven Million, Nine Hundred Ninety-Three Thousand, Nine Hundred Thirty-Two Dollars and Thirty-Two Cents (\$187,993,932.32)*.

8. Contract Time

There is no additional Contract Time granted for this SA #3.

The following table sets forth the revisions to the Contract Time based on the Time Extensions Granted for the Effects of Inclement Weather & Holidays, Supplemental Agreements and this SA #3:

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)		
7 Calendar Days (Extension dated 12/12/2018)	11/3/2022	1467
8 Calendar Days (Extension dated 01/02/2019)	11/11/2022	1475
3 Calendar Days (Extension dated 02/01/2019)	11/14/2022	1478
4 Calendar Days (Extension dated 03/01/2019)	11/18/2022	1482
7 Calendar Days (Extension dated 04/01/2019)	11/25/2022	1489
4 Calendar Days (Extension dated 05/01/2019)	11/29/2022	1493

MDX WORK PROGRAM NO. 83611-101		
Time Granted	End Date	Calendar Days
6 Calendar Days (Extension dated 06/01/2019)	12/5/2022	1499
11 Calendar Days (Extension dated 07/01/2019)	12/16/2022	1510
8 Calendar Days (Extension dated 08/01/2019)	12/24/2022	1516
15 Calendar Days (Extension dated 09/03/2019)	1/8/2023	1533
7 Calendar Days (Extension dated 10/02/2019)	1/15/2023	1540
4 Calendar Days (Extension dated 11/01/2019)	1/19/2023	1544
1 Calendar Days (Extension dated 11/12/2019)	1/20/2023	1545
5 Calendar Days (Extension dated 12/02/2019)	1/25/2023	1550
9 Calendar Days (Extension dated 01/02/2020)	2/3/2023	1559
12 Calendar Days (Extension dated 02/03/2020)	2/15/2023	1571
4 Calendar Days (Extension dated 03/02/2020)	2/19/2023	1575
Supplemental Agreement # 1		
0 Calendar Days	2/19/2023	1575 s
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday (SA #2)		
1 Calendar Days (Extension dated 04/01/2020)	2/20/2023	1576
3 Calendar Days (Extension dated 05/01/2020)	2/23/2023	1579
10 Calendar Days (Extension dated 06/02/2020)	3/5/2023	1589
6 Calendar Days (Extension dated 07/02/2020)	3/11/2023	1595
10 Calendar Days (Extension dated 08/04/2020)	3/21/2023	1605
6 Calendar Days (Extension dated 09/01/2020)	3/27/2020	1611
Supplemental Agreement #2		
0 Calendar Days	3/21/2023	1611
Supplemental Agreement #3		
0 Calendar Days	3/21/2023	1611

9. The Parties hereby agree that the enhancements expressed in this SA #3, adding the aforementioned pay items, constitutes a full and complete settlement for all the matters set forth within.
10. MDX reserves of all its rights provided under the Contract and Florida law and nothing herein, whether stated or implied, waives such rights.
11. The defined terms used herein, unless otherwise defined in this SA #3, shall have the meanings ascribed to them in the Contract(s) MDX-16-01 and E6J53.
12. 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.

13. This SA #3 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 #3.

14 Exhibits:

Exhibit A Entitlement Analysis

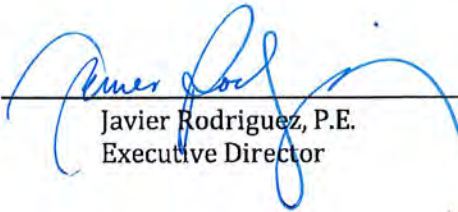
Attachment A Engineer Estimate Strengthening

Attachment B Scope Clarifications (TMS) REV1

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IN WITNES 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.

MIAMI-DADE EXPRESSWAY AUTHORITY

By: 
Javier Rodriguez, P.E.
Executive Director

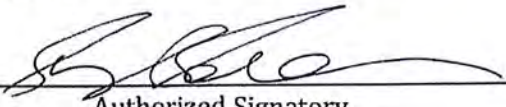
ARCHER WESTERN - DE MOYA JOINT VENTURE

By: 
Signature of Authorized Officer
KEVIN MCGINCHER
Print Name of Authorized Officer
Attorney-in-Fact
Title of Authorized Officer

ATTEST: _____
Secretary Signature

{Corporate Seal}

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: 
Authorized Signatory
sheryl solomon
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. 3 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 **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.

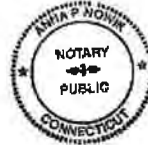
By: _____

Robert L. Raney
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
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 **22ND** day of **October**, **2020**.



Kevin E. Hughes
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.**