



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

**SUPPLEMENTAL AGREEMENT NO. 1
TO DESIGN-BUILD CONTRACT**

MDX PROCUREMENT/CONTRACT NO.: RFP-22-01 **BOND NUMBER:**
107555527
MDX WORK PROGRAM NOS.: 83634,030
MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR SR 836 NEW HEFT RAMP
CONNECTIONS

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO DESIGN-BUILD CONTRACT (as "SA #1) is made and entered into this 21st day of JULY, 2022 (the "Effective Date"), by and between the *Miami-Dade County Expressway Authority d/b/a as 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 *Halley Engineering Contactors, Inc.*, (the "Design-Build Firm"), a Florida corporation, duly organized and existing under the laws of the State of Florida located at *13901 Northwest 118 Avenue, Miami, Florida. 33178* and duly authorized to transact business in the State of Florida, *F.E.I.N. 20-4804098*; and *Travelers Casualty and Surety Company of America* (as "Surety"), a *Connecticut* corporation located at *One Tower Square, Hartford, Connecticut 06183* duly authorized to transact business in the State of Florida, *F.E.I.N. 06-0907370* (collectively, referred to herein as the "Parties" to this SA #1).

WITNESSETH

WHEREAS, MDX procured for all Work necessary to complete *Design-Build Services for SR 836 New Heft Ramp Connections* (the "Project") and subsequently on *February 25, 2022* entered into MDX Procurement/Contract No. *RFP-22-01* (the "Design-Build Contract" or "Contract") with the Design-Build Firm to facilitate the Project; and

WHEREAS, as further described in *Exhibit A, Entitlement Analysis* the purpose of this *Supplemental Agreement No. 1 (SA #1)* is to amend the Contract Documents to incorporate the design changes as described in *Exhibit A, Entitlement Analysis*.

NOW THEREFORE, pursuant to Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the MDX Procurement Policy 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:



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REQUEST FOR PROPOSAL (RFP)
 MDX PROCUREMENT/CONTRACT NO.: **RFP-22-01**
 MDX WORK PROGRAM NO.: **83634.030**
 MDX PROJECT/SERVICE TITLE: **DESIGN-BUILD SERVICES FOR SR
 836 NEW HEFT RAMP CONNECTIONS**

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The *Exhibit A, Entitlement Analysis* is made part of this SA #1 and is hereby incorporated herein.
3. In accordance with *Exhibit A, Entitlement Analysis* the design changes made by Pevida Highway Designers, LLC are hereby incorporated 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.
4. Pursuant to *Exhibit A, Entitlement Analysis*, no additional funds are added to the Contract. The Contract Amount therefore remains the same at **Forty-Two Million, One Hundred Twenty-Three Thousand, Two Hundred Ninety-Eight Dollars and Zero Cents (\$42,123,298.00)**.
5. The following table sets forth the revisions to the Contract Amount for this SA #1.

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

6. **Contract Bond Amount**

As a result of this SA #1, there is no change to the Contract Bond Amount. The Contract Bond Amount remains the same at **Forty-Two Million, One Hundred Twenty-Three Thousand, Two Hundred Ninety-Eight Dollars and Zero Cents (\$42,123,298.00)**.

7. **Contract Time**

No additional Contract Time is granted for this SA #1 on account of the design changes to the Contract Documents.



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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 this SA #1:

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 & Holiday (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

8. The Parties reserve all of its rights provided under the Contract and Florida law and nothing herein, whether stated or implied, waives such rights.
9. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
10. 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.
11. This SA #1 shall not alter or change in any manner the force and effect of the Contract except as modified and amended herein. Wherever the terms of this SA #1 and the terms of the Contract Documents are in conflict, the terms of this SA #1 shall govern and control.
12. The Parties hereby agree the consideration expressed in this SA #1, the monetary sum(s) agreed to herein, constitute a full and complete settlement of all the matters set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses (inclusive of bond and insurance premiums) and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #1. 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 #1 which constitutes the totality of SA #1.
13. Exhibits:
 - Exhibit A Entitlement Analysis

Initials (Design-Build Firm)




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IN WITNESS WHEREOF, the Parties have caused this SA #1 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

MIAMI-DADE EXPRESSWAY AUTHORITY

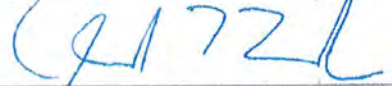
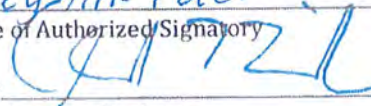
By: 
 Darlene M. Fernandez, P.E.
 Executive Director

HALLEY ENGINEERING CONTACTORS, INC.

By: 
 Signature of Authorized Officer
DANIEL HALLEY
 Print Name of Authorized Officer
PRESIDENT
 Title of Authorized Officer
 ATTEST: 
 Secretary Signature

{Corporate Seal}

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: 
 Authorized Signatory
Charles J. Nielson
 Print Name of Authorized Signatory
Attorneys-in-Fact
 Title of Authorized Signatory
 Countersigned: 
 Resident Florida Agent
Charles J. Nielson
 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. 1 to MDX 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 **CHARLES J NIELSON** 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 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

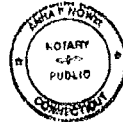
City of Hartford ss.

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

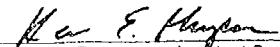
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 18th day of July, 2022




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.