



**SUPPLEMENTAL AGREEMENT NO. 1
TO CONSTRUCTION CONTRACT**

MDX PROCUREMENT/CONTRACT NO.: ITB-22-02

BOND NUMBER:
107607568

MDX WORK PROGRAM NO.: 40045.060

MDX PROJECT/SERVICE TITLE: CONSTRUCTION SERVICES FOR THE WRONG WAY SAFETY PROGRAM

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCTION CONTRACT (as "SA #1") is made and entered into nunc pro tunc 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 **Rtech Engineering, LLC**, the "Contractor"), a Florida corporation located at **301 NW 127th Avenue Miami, Florida 33182** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **81-1490207**; 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 #1).

WITNESSETH

WHEREAS, Miami-Dade Expressway Authority ("MDX") competitively procured for all Services necessary to provide **Construction Services for the MDX Wrong Way Safety Program** (the "Work"), and subsequently on **June 1, 2022** entered into Construction Contract MDX Procurement/Contract No. **ITB-22-02**, with the Contractor to perform the Work (the "Contract"); and

WHEREAS, during the 2023 Regular Legislative Session, the Florida Legislature clarified the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County. (**348.03031(1), Fla. Stat.**); and

WHEREAS, the Legislature clarified the authority of the Greater Miami Expressway Agency (GMX) and dissolved the Miami-Dade Expressway Authority (MDX) (**Chapter 2019-169, Laws of Florida; 348.03031(4), Fla. Stat., and 2019-169, Laws of Florida**); and

WHEREAS, as further explained in **Exhibit A, Entitlement Analysis**, the Parties desire to add funds for Extra Work for the Construction of a Concrete Barrier and Guardrail at SR 874; and to account for time granted for Weather days.

 RV **Initials (Contractor)**



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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. All references to "Miami Dade County Expressway Authority and/or MDX" are hereby dissolved and replaced with **Greater Miami Expressway Agency** and/or **GMX**.
3. The MDX Procurement/Contract No. **ITB-22-02** is hereby replaced with **GMX-Procurement/Contract No. ITB-22-02**.
4. The MDX Work Program No. **40045.060** is hereby replaced with **GMX Work Program No. 40045.060**.
5. The MDX Project/Service Title Construction Services for the MDX Wrong Way Safety Program is hereby replaced with the **GMX Project/Service Title Construction Services for the GMX Wrong Way Safety Program**.
6. **Exhibit A, Entitlement Analysis** of this SA #1 is incorporated herein and attached hereto.
7. As better described in **Exhibit A, Entitlement Analysis**, the Parties agree **Seventy-Five Thousand Dollars (\$75,000.00)** is hereby added to the Contract Amount for the Extra Work associated with the Construction of Concrete Barrier and Guardrail at SR 874. The Extra Work includes MOT; Construction of a Concrete Barrier Wall; Guardrail Installation; Shoulder Reconstruction; and Asphalt and Pavement Markings and is hereby added as a part of this SA #1.
8. As a result of **Exhibit A, Entitlement Analysis**, the Contract Amount of **Two Million, Three Hundred Sixty-Five Thousand, One Hundred Nine Dollars and Fifty Cents (\$2,365,109.50)** is hereby increased by **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)** for a revised Contract Amount of **Two Million, Four Hundred Forty Thousand, One Hundred Nine Dollars and Fifty Cents (\$2,440,109.50)**.

This Contract Amount includes a Contingency Amount of **Ninety-Nine Thousand, Eight Hundred Forty-Seven Dollars and Zero Cents (\$99,847.00)** of which **Sixty Thousand, Two Hundred Ninety-Three Dollars and Ninety-Four Cents (\$60,293.94)** has been utilized for Work Order (WO) #1. The remaining balance in the Contingency Amount is **Thirty-Nine Thousand, Five Hundred Fifty-Three Dollars and Six Cents (\$39,553.06)**. Any unused Contingency funds revert to MDX if not utilized on the Contract.

9. The following table sets forth the revisions and complete breakdown of the Contract Amount for each Contract Supplemental Agreement including this SA #1:



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MDX WORK PROGRAM NO. 40045.060	
Original Contract Amount	
Original Construction Total:	\$2,235,262.50
Insurance and Contract Bond	\$30,000.00
Contingency Amount	\$99,847.00
Total:	\$2,365,109.50
Supplemental Agreement No. 1	
Construction of Concrete Barrier and Guardrail at SR 874	\$75,000.00
Subtotal:	\$75,000.00
Contract Amount (SA #1)	
Construction Total:	\$2,370,556.44
Insurance and Contract Bond	\$30,000.00
Contingency Amount less WO #1 (\$60,293.94)	\$39,553.06
Total:	\$2,440,109.50

10. The Contract Bond is *Two Million, Three Hundred Sixty-Five Thousand, One Hundred Nine Dollars and Fifty Cents (\$2,365,109.50)* and is hereby increased by *Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)* for a new Contract Bond amount of *Two Million, Four Hundred Forty Thousand, One Hundred Nine Dollars and Fifty Cents (\$2,440,109.50)*.
11. Pursuant to Section 8-20.3.1 of the *MDX General Specifications for Construction (REV. 201811) (Exhibit A-1 to the Contract)* via Time Extensions #1 through #9, the Contractor has been granted *Five (5)* non-compensable Weather Days.
12. The revised Contract Time is *Three Hundred Seventy (370)* Calendar Days for a completion date for the Contract of *August 5, 2023*.
13. The following table sets forth the revisions to the Contract Time based on the Time Extensions Granted for Weather Days, and Supplemental Agreements, including this SA #1:

MDX WORK PROGRAM NO. 40045.060		
Time Granted	End Date	Calendar Days
Original Contract Time		
Notice to Proceed - 8/1/2022	7/31/2023	365 Calendar Days
Time Granted for Weather Days (TE #1 through TE #9)		
5 Calendar Days	8/5/2023	370 Calendar Days
Supplemental Agreement No. 1		
00 Calendar Days	8/5/2023	370 Calendar Days



GREATER MIAMI EXPRESSWAY

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14. As a result of this SA #1, 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 #1.
15. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
16. 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.
17. This SA #1 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 #1. 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.
18. The Parties hereby agree the consideration expressed in this SA #1, 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 #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.
19. **List of Exhibits:**

Exhibit A	Entitlement Analysis
Exhibit B	Subcontractor/Subconsultant Utilization Report



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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.

GREATER MIAMI EXPRESSWAY AGENCY

By:

 1/10/24
Torey Alston
Interim Executive Director

RTECH ENGINEERING, LLC

By:

Raciel Leiva

Digitally signed by

Raciel Leiva

Date: 2023.11.21

Signature of Authorized Officer

Raciel Leiva

Print Name of Authorized Officer

President

Title of Authorized Officer

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By: David R Hoover

Digitally signed by David R

Hoover

Date: 2023.12.12 11:42:22 -05'00'

Authorized Signatory

David R. Hoover

Print Name of Authorized Signatory

Attorney-In-Fact

Title of Authorized Signatory

Countersigned: David R Hoover

Digitally signed by David R

Hoover

Date: 2023.12.12 11:42:54 -05'00'

Resident Florida Agent

David R. Hoover, 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. 1 to GMX Procurement/Contract No. ITB-22-02.

Supplemental Agreement No. 1 to Construction Contract

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RL Initials (Contractor)



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 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 12th 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.