



3790 NW 21 St. // Miami, FL 33142

**SUPPLEMENTAL AGREEMENT NO. 12
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. 12 TO DESIGN-BUILD CONTRACT (as "SA #12") is made and entered into this 6 day of August, 2025 (the "Effective Date"), by and between the **Greater Miami Expressway Agency ("GMX")**, a body politic and corporate, a public instrumentality of the State of Florida, under Chapter 348, Part 1, Florida Statutes, as amended, acting by and through its Governing Board, previously known as **Miami-Dade Expressway Authority ("MDX")**, and **Archer Western-de Moya Joint Venture (AWdMJV or "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 #12).

WITNESSETH

WHEREAS, 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



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

WHEREAS, MDX and the Department agree 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 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.
- 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; 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 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. 01 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. 02 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. 03 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



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

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. 04 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. 05 to the Design-Build Contract **MDX-16-01** to add specification for Auger Cast Pile (ACP) and incorporate settlement of issues as a Settlement.

WHEREAS, on **February 23, 2022**, the Parties entered into Supplemental Agreement No. 06 to the Design-Build Contract **MDX-16-01** to add specification for add specification and pay item for Coping under Bridge 121 (WB SR 836 ramp over NW 17 St) on both sides of NW 17 Street; to add specification and pay item for Removal of 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 for Contingency.

WHEREAS, on **February 28, 2023**, the Parties entered into Supplemental Agreement No. 07 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: Overhead Sign Structure OHC 205; and to add specification and pay item for Contingency.

WHEREAS, on **July 11, 2023**, the Parties entered into Supplemental Agreement No. 08 to the Design-Build Contract **MDX-16-01** to add specification and incorporate settlement of Material Price Escalations issues.

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).



GMX PROCUREMENT/CONTRACT NO.: **GMX-16-01**
GMX WORK PROGRAM NO.: **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 SW 8TH STREET
TO SW 26TH STREET**

WHEREAS, the Parties entered into Supplemental Agreement No. 09 to the Design-Build Contract **MDX-16-01** where all references to "Miami Dade County Expressway Authority and/or MDX" were dissolved and replaced with Greater Miami Expressway Agency and/or GMX, the MDX Procurement/Contract No. MDX-16-01 was replaced with GMX-Procurement/Contract No. GMX-16-01 and the 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 was replaced with the 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.

WHEREAS on **March 1, 2024**, the parties entered into Supplemental Agreement No. 10 to the Design-Build Contract **GMX-16-01**, is to add specification and pay items 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; to add specification and pay item for 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.

WHEREAS the purpose of this Supplemental Agreement No. 11 to the Design-Build Contract **GMX-16-01**, is to add specification and pay item for Construction Cost Related to Re-Design of MSE Wall at SB I-95 Ramp to WB SR-836/NW 14th ST (Ramp K), to add specification and pay item for Design Fees for an alternative Detour for Bridge 871227 (Br. 102) Pier 5 Straddle Bent Const Work and to add specification and pay item for

WHEREAS the purpose of this Supplemental Agreement No. 12 to the Design-Build Contract **GMX-16-01**, is to add the following changes to the Contract:

- Item 9999-33 – Wagner Creek Culvert Work
- Item 9999-34 – Extra Cost NW 17th Ave Desilting Drainage.
- Item 9999-35 – MSE Wall Ramp K (NOI 115.3)
- Item 9999-36 – Hurricane Ian.
- Item 9999-28 - 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. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The following attached exhibit and attachments are made part of this SA #12 and are incorporated herein:

- Exhibit A. Entitlement Analysis.
 - Attachment A. Miami Dade Expressway Authority – Bridge Maintenance System Documentation for Structure ID: 870149
 - Attachment B. AWdMJV Cost Estimate for Wagner Creek Work (Corrected Version) 218069-FDOT-1366 - (PCO 5183)
 - Attachment C. Engineer's Estimate of Wagner Creek Culvert (PCO 5183)
 - Attachment D. Plan Sheet Drainage Plan (20) Lower Level – Sheet No. DRB36-29 (RFC'd 08/18/2020).
 - Attachment E. AWdMJV Cost Estimate for Extra Work – 17th Ave Desilting Drainage – Punchlist Services LLC (PCO-5303)
 - Attachment F. Engineer's Estimate of NW 17th Ave Existing Drainage Desilting (Extra Work) -(PCO-5303).
 - Attachment G. AWdMJV Cost Estimate for Extra Work –Existing MSE Wall Ramp K – Retaining Wall Re-Design NOI 0115.3 (PCO 5244R1).
 - Attachment H. Engineer's Estimate of Ramp K Re-Design of MSE Wall Construction Additional Costs
 - Attachment I. Engineer's Estimate of Hurricane Ian (PCO-5197 Revised)
3. As better described in ***Exhibit A, Entitlement Analysis***, GMX and the Design Build Firm agree to add the item **9999-33 - Wagner Creek Culvert Repair Work** to GMX Contract GMX-16-01 in the amount of **Eight-Hundred Twelve Thousand, Seven Hundred Sixty-Three-Five Dollars and Sixty Cents (\$812,763.60)**. This is the cost for the culvert structural repairs related to the inspection findings beneath SR-836 at Wagner Creek Canal.
4. As better described in ***Exhibit A, Entitlement Analysis***, GMX and the Design Build Firm agree to add the item **9999-34 Extra Cost Work 17th Ave Desilting Drainage - Punchlist** to GMX Contract GMX-16-01 in the amount of **One-Hundred Fifty-one Thousand, Three-Hundred Three Dollars and Sixty-Three Cents (\$151,303.63)**. This is the cost for the desilting of 1,507 linear feet of existing drainage pipe along NW 17th Avenue, between NW 8th Terrace and NW South River Drive.

5. As better described in *Exhibit A, Entitlement Analysis*, GMX and the Design Build Firm agree to add the item **9999-35 - Ramp K Re-Design of MSE Wall Construction Additional Costs** to GMX Contract GMX-16-01 in the amount of **Twenty Thousand Four Hundred Eighty-Eight Dollars and Thirty-Eight Cents (\$20,488.38)**. This is the cost for unforeseen work associated with the revised grout injection method and GPR verification, as directed by the Engineer of Record. This work, performed by Shenandoah, was not included in previous Supplemental Agreement No. 11.

- 5.1 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: 115.3**

6. As better described in *Exhibit A, Entitlement Analysis*, GMX and the Design Build Firm agree to add the item **9999-36 Hurricane Ian** to GMX Contract GMX-16-01 in the amount of **Ninety-One Thousand Ninety-Five Dollars and Eighty-Two Cents (\$91,095.82)**. This is the cost for securing the jobsite in response to the State of Emergency order declared for Hurricane Ian.

7. Pursuant to *Exhibit A, Entitlement Analysis* GMX and the Design-Build Firm agree to add the Item **9999-28 Contingency** to GMX Contract GMX-16-01 in the amount of **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)**. The contingency is to be utilized for additional work such as remediation due to unforeseen conditions. This will allow for the Contract Work to proceed for repairs to existing facility as necessary to make the Contract functionally operational in accordance with the intent of the original Contract.
 - a. GMX and the Design-Build Firm agree to add the pay item **9999-28 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 **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)**.
 - b. GMX and the 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 invoice and labor payrolls including mark-ups as shown in subsection 4-3.2 of the Specifications from contract E6J53 between the Department and AWD MJV.
 - c. GMX and the Design-Build Firm agree that this Supplemental Agreement shall not alter or change in any manner the force and effect of the original Contract(s) GMX-16-01 and E6J53, including any previous amendments thereto, except as far as the same is altered and amended by this Supplemental Agreement.



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

- d. GMX and the Design-Build Firm agree that the cost agreed to and documented in 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 Supplemental Agreement 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.
- e. GMX and the Design-Build Firm agree that the execution of this Supplemental Agreement 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.
- f. GMX and the Design-Build Firm agree that time will not be accrued or granted via this Supplemental Agreement. 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.

8. Contract Amount

As a result of this SA #12, the Contract Bond Amount is hereby increased by **One Million Four Hundred Seventy-Five Thousand Six Hundred Fifty-One Dollars and Forty-Three Cents (\$1,475,651.43)** for a Contract Amount of *Two Hundred Three Million One Thousand Two Hundred Forty-Three Dollars and Eighty-Five Cents (\$203,001,243.85)*.

The following table sets forth the revision of the Contract Amount for each Contract Supplemental Agreement including this SA # 12.

GMX WORK PROGRAM NO. 83611-101	
Original Contract Amount	
Original Design-Build Total	\$185,999,998.00
Total	\$185,999,998.00
Supplemental Agreement No. 01	
Increase/Decrease to Contract	\$150,000.00
Subtotal:	\$150,000.00
Contract Amount SA #01	
Design-Build Total	\$185,999,998.00



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

Item 9999-21 Contingency	\$150,000.00
Total	\$186,149,998.00
Supplemental Agreement No. 02	
Increase/Decrease to Contract	\$0.00
Subtotal:	\$0.00
Contract Amount SA #02	
Design-Build Total	\$186,149,998.00
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 and Temporary Parking Lot Gates and Temporary Power	\$61,679.88
Item 9999-22 Contingency	\$63,426.63
Total	\$186,149,998.00
Supplemental Agreement No. 03	
Increase/Decrease to Contract	\$1,843,934.32
Subtotal:	\$1,843,934.32
Contract Amount SA #03	
Design-Build Total	\$186,149,998.00
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
Supplemental Agreement No. 04	
Increase/Decrease to Contract	\$1,432,888.53
Subtotal:	\$1,432,888.53



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

Contract Amount SA #04	
Design-Build Total	\$187,993,932.32
Item 0-50-4 Steel and Aluminum Tariff Adjustment	\$1,391,280.00
Item 9999-9 Wrong-Way Countermeasures Design Fees	\$41,608.53
Total	\$189,426,820.85
Supplemental Agreement No. 05	
Increase/Decrease to Contract	\$0.00
Subtotal: Increase/Decrease to Contract	\$0.00
Contract Amount SA #05	
Design-Build Total	\$189,426,820.85
Total	\$189,426,820.85
Supplemental Agreement No. 06	
Increase/Decrease to Contract	\$982,440.94
Subtotal:	\$982,440.94
Contract Amount SA #06	
Design-Build Total	\$189,426,820.85
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
Item 9999-24 Contingency	\$200,000.00
Total	\$190,409,261.79
Supplemental Agreement No. 07	
Increase/Decrease to Contract	\$516,881.19
Subtotal:	\$516,881.19
Contract Amount SA #07	
Design-Build Total	\$190,409,261.79



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

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
CSI - Overhead Sign Structure OHC 205 Reduction to Contract MDX-16-01 (Net Savings)	(\$12,500.00)
Item 9999-18 Cost Savings Overhead Sign Structure OHC 205	\$6,250.00
Item 9999-25 Contingency	\$400,000.00
Total	\$190,926,142.98
Supplemental Agreement No. 08	
Increase/Decrease to Contract	\$6,500,000.00
Subtotal:	\$6,500,000.00
Contract Amount SA # 08	
Design-Build Total	\$190,926,142.98
Item 0-50-4 Steel and Aluminum Tariff Adjustment	(\$1,391,280.00)
Item 9999-19 Materials Escalation Global Settlement	\$7,891,280.00
Total	\$197,426,142.98
Supplemental Agreement No. 09	
Increase/Decrease to Contract	\$0.00
Subtotal:	\$0.00
Contract Amount SA #09	
Design-Build Total	\$197,426,142.98
Total	\$197,426,142.98
Supplemental Agreement No. 10	
Increase/Decrease to Contract	\$286,285.08
Subtotal:	\$286,285.08
Contract Amount SA # 10	
Design-Build Total	\$197,426,142.98
Item 9999-20 ROW Eng Costs related to ROW Easements	\$136,635.22



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

Item 9999-26 Bridge 870367 (Bridge 113) Strengthening	\$149,649.86
Total	\$197,712,428.06
Supplemental Agreement No. 11	
Increase/Decrease to Contract	\$3,813,164.36
Subtotal:	\$3,813,164.36
Contract Amount SA # 11	
Design-Build Total	\$197,712,428.06
Item 9999-31 SB I-95 Ramp to WB SR-836/NW 14 th ST (Ramp K) – Const Cost Related to Re-Design of MSE Wall	\$3,377,026.18
Item 9999-32 Alternative Detour for Bridge 871227 (Br. 102) Pier 5 Straddle Bent Construction Work (Design Fees)	\$36,138.18
Item 9999-27 Contingency	\$400,000.00
Total	\$201,525,592.42
Supplemental Agreement No. 12	
Increase/Decrease to Contract	\$1,475,651.43
Subtotal:	\$1,475,651.43
Contract Amount SA # 12	
Design-Build Total	\$201,525,592.43
Item 9999-33 Wagner Creek Culvert Repair Work	\$812,763.60
Item 9999-34 Extra Cost NW 17 th Ave Desilting Drainage	\$151,303.63
Item 9999-35 MSE Wall Ramp K (NOI 115.3)	\$20,488.38
Item 9999-36 Hurricane Ian	\$91,095.82
Item 9999-28 Contingency	\$400,000.00
Total	\$203,001,243.85

9. Contract Bond Amount

As a result of this SA #12, the Contract Bond Amount is hereby increased by **One Million Four Hundred Seventy-Five Thousand Six Hundred Fifty-One Dollars and Forty-Three Cents (\$1,475,651.43)** for a Contract Amount of **Two Hundred Three Million One Thousand Two Hundred Forty-Three Dollars and Eighty-Five Cents (\$203,001,243.85)**.



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

10. Contract Time

The Contract Time is Two Thousand Five Hundred Thirty (2530) Calendar Days with a completion date of October 1, 2025.

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 #12:

GMX 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		
Time Granted	End Date	Calendar Days
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
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
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

Time Granted	End Date	Calendar Days
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)	3/27/2023	1611
Supplemental Agreement # 2		
0 Calendar Days	3/27/2023	1611
Supplemental Agreement # 3		
0 Calendar Days	3/27/2023	1611
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
Time Granted	End Date	Calendar Days
10 Calendar Days (Extension dated 10/02/2020)	4/6/2023	1621
7 Calendar Days (Extension dated 11/03/2020)	4/13/2023	1628
19 Calendar Days (Extension dated 12/08/2020)	5/2/2023	1647
5 Calendar Days (Extension dated 01/07/2021)	5/7/2023	1652
3 Calendar Days (Extension dated 02/03/2021)	5/10/2023	1655
Supplemental Agreement # 4		
0 Calendar Days	5/10/2023	1655
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
Time Granted	End Date	Calendar Days
4 Calendar Days (Extension dated 03/02/2021)	5/14/2023	1659
1 Calendar Days (Extension dated 04/01/2021)	5/15/2023	1660
Contract Time added by Department Supplemental Agreement No SMCO 38 to Contract E6J53		
240 Calendar Days	1/10/2024	1900
Supplemental Agreement # 5		
0 Calendar Days	1/10/2024	1900
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
2 Calendar Days (Extension dated 05/01/2021)	1/12/2024	1902
3 Calendar Days (Extension dated 06/01/2021)	1/15/2024	1905
10 Calendar Days (Extension dated 07/02/2021)	1/25/2024	1915



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

7 Calendar Days (Extension dated 08/02/2021)	2/1/2024	1922
4 Calendar Days (Extension dated 09/01/2021)	2/5/2024	1926
7 Calendar Days (Extension dated 10/01/2021)	2/12/2024	1933
4 Calendar Days (Extension dated 11/08/2021)	2/16/2024	1937
8 Calendar Days (Extension dated 12/01/2021)	2/24/2024	1945
8 Calendar Days (Extension dated 01/03/2022)	3/3/2024	1953
4 Calendar Days (Extension dated 02/01/2022)	3/7/2024	1957
Supplemental Agreement # 6		
0 Calendar Days	3/7/2024	1957
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
-1 Calendar Days (Rev Extension dated 02/24/2022)	3/6/2024	1956
0 Calendar Days (Extension dated 03/01/2022)	3/6/2024	1956
5 Calendar Days (Extension dated 04/01/2022)	3/11/2024	1961
Contract Time added by Department Supplemental Agreement No SMCO 115 to Contract E6J53		
6 Calendar Days (SA SMCO 115 Executed 04/04/2022)	3/17/2024	1967
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
1 Calendar Days (Extension dated 05/04/2022)	3/18/2024	1968
4 Calendar Days (Extension dated 06/02/2022)	3/22/2024	1972
3 Calendar Days (Extension dated 07/07/2022)	3/25/2024	1975
2 Calendar Days (Extension dated 08/01/2022)	3/27/2024	1977
1 Calendar Day (Extension dated 09/02/2022)	3/28/2024	1978
Supplemental Agreement # 7		
0 Calendar Days	3/28/2024	1978
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
9 Calendar Day (Extension dated 10/01/2022)	4/6/2024	1987
1 Calendar Day (Extension dated 11/01/2022)	4/7/2024	1988
9 Calendar Day (Extension dated 12/01/2022)	4/16/2024	1997
10 Calendar Day (Extension dated 01/06/2023)	4/26/2024	2007
2 Calendar Day (Extension dated 02/01/2023)	4/28/2024	2009
0 Calendar Day (Extension dated 03/01/2023)	4/28/2024	2009
2 Calendar Day (Extension dated 04/01/2023)	4/30/2024	2011
4 Calendar Day (Extension dated 05/01/2023)	5/4/2024	2015



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

3 Calendar Day (Extension dated 06/01/2023)	5/7/2024	2018
Supplemental Agreement # 08		
0 Calendar Days	5/7/2024	2018
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
3 Calendar Day (Extension dated 07/05/2023)	5/10/2024	2021
6 Calendar Day (Extension dated 08/01/2023)	5/16/2024	2027
12 Calendar Day (Extension dated 10/04/2023)	5/28/2024	2039
14 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
Supplemental Agreement # 9		
0 Calendar Days	6/11/2024	2062
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
8 Calendar Day (Extension dated 12/01/2023)	6/28/2024	2070
Supplemental Agreement # 10		
0 Calendar Days	6/28/2024	2070
Supplemental Agreement # 11		
0 Calendar Days	6/28/2024	2070
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
11 Calendar Day (Extension dated 01/02/2024)	7/9/2024	2081
2 Calendar Day (Extension dated 02/01/2024)	7/11/2024	2083
5 Calendar Day (Extension dated 03/01/2024)	7/16/2024	2088
7 Calendar Day (Extension dated 04/01/2024)	7/23/2024	2095
0 Calendar Day (Extension dated 05/01/2024)	7/23/2024	2095
3 Calendar Day (Extension dated 06/03/2024)	7/26/2024	2098
5 Calendar Day (Extension dated 07/02/2024)	7/31/2024	2103
2 Calendar Day (Extension dated 08/07/2024)	8/02/2024	2105
Time Granted	End Date	Calendar Days
Supplemental Agreement # 12		
0 Calendar Days	8/02/2024	2105
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
11 Calendar Day (Extension dated 08/01/2024)	8/13/2024	2116
6 Calendar Day (Extension dated 09/01/2024)	8/19/2024	2122



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
 GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

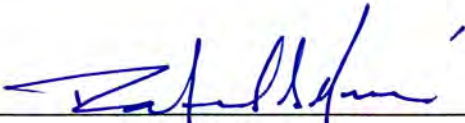
6 Calendar Day (Extension dated 10/01/2024)	8/25/2024	2128
6 Calendar Day (Extension dated 11/01/2024)	8/31/2024	2134
14 Calendar Day (Extension dated 12/01/2024)	9/14/2024	2148
1 Calendar Day (Extension dated 01/01/2025)	9/15/2024	2149
1 Calendar Day (Extension dated 02/01/2025)	9/16/2024	2150
4 Calendar Day (Extension dated 03/01/2025)	9/20/2024	2154
0 Calendar Day (Extension dated 04/01/2025)	9/20/2024	2154
Contract Time added by Department GMX Lane Closure Restrictions to Contract E6J53		
9 Calendar Days (Time Extension dated 01/13/2025)	9/29/2024	2163
Contract Time added by Department Supplemental Agreement No PrCCO 220 to Contract E6J53		
367 Calendar Days (SA PrCCO 220 Executed 04/11/2025)	10/01/2025	2530
Time Granted	End Date	Calendar Days

11. The Parties hereby agree that the enhancements expressed in this SA #12, adding the pay items, constitute a full and complete settlement of all matters set forth within.
12. GMX reserves all its rights provided under the Contract and Florida law and nothing herein, whether stated or implied, waives such rights.
13. The defined terms used herein, unless otherwise defined in this SA #12, shall have the meanings ascribed to them in the Contract(s) GMX-16-01 and E6J53.
14. Except as expressly provided herein, all the terms, conditions, covenants, agreements, and understandings contained in the Contract(s) GMX-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.
15. This SA #12 shall not alter or change in any manner the force and effect of the Contract(s) GMX-16-01 and E6J53, including any previous amendments thereto, except as far as the same is altered and amended by this SA #12.
16. Exhibits:

Exhibit A Entitlement Analysis

IN WITNES WHEREOF, the Parties have caused this SA #12 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

By: 
Rafael S. Garcia
Interim Executive Director/CEO

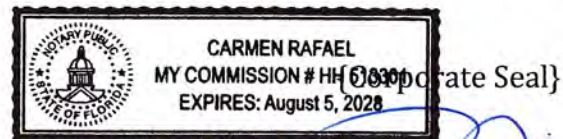
ARCHER WESTERN - DE MOYA JOINT VENTURE

By: 
Signature of Authorized Officer

MATT PERSING
Print Name of Authorized Officer

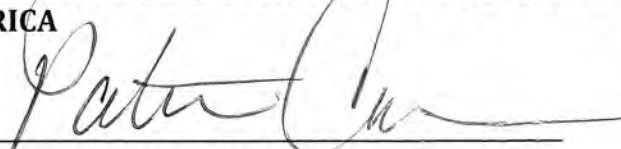
VICE PRESIDENT
Print Title of Authorized Officer

ATTEST 
Secretary Signature



Commission # HH 513501
EXPIRES 08/05/2028

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: 
Authorized Signature

Patricia Collins
Print Name of Authorized Signature
Attorney-in-fact
Title of Authorized Signature



GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 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 SW 8TH STREET
TO SW 26TH STREET

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. 12 to GMX Procurement/Contract No. GMX-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 **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.

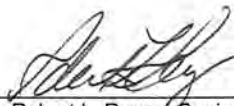
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

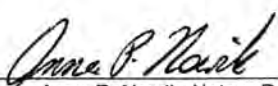

Robert L. Raney, Senior Vice President

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

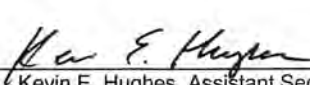
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **22nd** day of **July**, 2025




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.