



GREATER MIAMI EXPRESSWAY

DOCUMENT REVIEW/APPROVAL ROUTING SHEET

GMX Procurement/Contract No.: GMX-16-01

GMX Work Program No.: 83611.101

GMX Project/Service Title: DESIGN-BUILD SERVICES FOR RECONSTRUCTION OF SR 836/I-395 FROM WEST OF NW 17TH AVENUE TO I-95/MIDTOWN INTERCHANGE IN MIAMI DADE COUNTY

Name of Entity: ARCHER-WESTERN-DE MOYA JOINT VENTURE

Type of Document: ☐ New Contract ☒ Supplemental Agreement ☐ Contract Extension ☐ JPA/Interlocal
☐ AIR ☐ Other _____

Purpose of Document: SUPPLEMENTAL AGREEMENT NO. 13 TO DESIGN-BUILD CONTRACT FOR ADDITIONAL WORK IN THE AMOUNT OF \$1,038,173.15 - CONTRACT AMOUNT OF \$204,039,417.00.

Approved:

Comments

By: *Claudio Diaferia* Date: 6/10/26

Print Name: Claudio Diaferia

Title: Chief Operating Officer

Reviewed for Budget:

Comments

By: *Sandra Bridgeman* Date: 6/10/26

Print Name: Sandra Bridgeman

Title: Chief Financial Officer

Approved as to Legal Form and Sufficiency and compliance with GMX policies & procedures

Comments

By: *Adam Brandon* Date: 6/11/2026

LHG Legal Counsel

Print Attorney Name: Adam Brandon

Approved by Board: 06/11/2026

[Signature]
Jose Luis Hidalgo, MBA, CPPB, FCCM
Procurement Manager

6/11/26
Date



3790 NW 21 St. // Miami, FL 33142

**SUPPLEMENTAL AGREEMENT NO. 13
TO DESIGN-BUILD CONTRACT**

GMX PROCUREMENT/CONTRACT NO.: GMX-16-01 **BOND NUMBERS:**
GMX WORK PROGRAM NOS.: 83611.101 **106917823/106924813**

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. 13 TO DESIGN-BUILD CONTRACT (as "SA #13") is made and entered into this 18 day of JUNE, 2026 (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 #13).

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

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; and

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; and

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; and

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; 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).

WHEREAS, on **December 14, 2023**, 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; and

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; and

WHEREAS, on **November 4, 2024**, the parties entered into 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 Contingency; and

WHEREAS, on **August 6, 2025**, the parties entered into Supplemental Agreement No. 12 to the Design-Build Contract **GMX-16-01** is to add specification and pay item for Construction Work related to Wagner Creek Culvert, to add specification and pay item for Extra Cost NW 17th Ave Desilting Drainage, to add specification and pay item for MSE Wall Ramp K (NOI 115.3), to add specification and pay item for Hurricane Ian; and to add specification and pay item for Contingency; and

WHEREAS, the purpose of this Supplemental Agreement No. 13 to the Design-Build Contract **GMX-16-01** is to add the following changes to the Contract:

- Item 9999-37 – Bridge 101 Pier 16 Conflict with Existing Footer
- Item 9999-38 – Hurricane Milton
- Item 9999-39 – SR-836 Viaduct Aesthetic Lighting Design

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 #13 and are incorporated herein:
 - Exhibit A. Entitlement Analysis.
 - Attachment A East-West Expressway Over Miami River Plan - Pier No. 17-L & 17-R.
 - Attachment B AWdMJV RFI-01322 – SR-836 Br. 101 Pier 16 Conflict with existing footer-proposed solution (Pedelta).
 - Attachment C AWdMJV 218069-FDOT-709/NOI 137.00 and 218069-FDOT-1567/NOI 137.01 Conflicts with Existing Footer and Piles at B101 Pier 16 Footer (PCO 5181).
 - Attachment D AWdMJV PCO 5181 - Br. 101 P16 Tub 1 Conflicts with Existing Footer (Revised Package).
 - Attachment E Engineer's Estimate of NOI 137 Conflicts with Existing Footer and Piles Bridge 101 Pier 16.
 - Attachment F Controlling Items of Work.
 - Attachment G State of Emergency Order 24-214.
 - Attachment H AWdMJV Cost Estimate SR-836 Work Operations (PCO 5296).
 - Attachment I AWdMJV Cost Estimate Batch Plant Work Operations (PCO 5296).
 - Attachment J Engineer's Estimate of Hurricane Milton (NOI 193 series).
 - Attachment K AWdMJV Design Fee Estimate for GMX Aesthetic Lighting (218069-FDOT-1731 / NOI 198.02 PCO 5308).
 - Attachment L GMX Concur to Engineer Estimate Analysis (NOI 198.02 PCO 5308).

3. As better described in *Exhibit A, Entitlement Analysis*, GMX and the Design Build Firm agree to add the item **9999-37 – Bridge 101 Pier 16 Existing Footing Battered Piles** to GMX Contract GMX-16-01 in the amount of **Six Hundred Fifty-Eight Thousand Eight Hundred Eighty-Four Dollars and Sixty-Nine Cents (\$658,884.69)**. This is the cost for additional work required to address unforeseen conflicts between the Pier 16 footing seal tub installation and existing battered piles not reflected in the as-built plans.
4. As better described in *Exhibit A, Entitlement Analysis*, GMX and the Design Build Firm agree to add the item **9999-38 Hurricane Milton to GMX Contract GMX-16-01 in the amount of Two Hundred Forty-Three Thousand Six Hundred Twenty Dollars and Three Cents (\$243,620.03)**. This is the cost for work associated with hurricane preparedness, suspension of operations, and post-storm recovery efforts in response to Hurricane Milton.
5. As better described in *Exhibit A, Entitlement Analysis*, GMX and the Design Build Firm agree to add the item **9999-39 SR-836 Viaduct Aesthetic Lighting Design to GMX Contract GMX-16-01 in the amount of One Hundred Thirty-Five Thousand Six Hundred Sixty-Eight Dollars and Forty-Three Cents (\$135,668.43)**. This is the cost for work associated with aesthetic lighting design fees for the SR-836 viaduct section over the Miami River, including coordination, evaluation of alternatives, and preparation of design deliverables for implementation.
6. 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: 137.00, 137.01, 193.00, 193.01, 193.02, 193.03, 198.00, 198.01, 198.02**.
7. Contract Amount

As a result of this SA #13, the Contract Bond Amount is hereby increased by **One Million Thirty-Eight Thousand One Hundred Seventy-Three Dollars and Fifteen Cents (\$1,038,173.15)** for a Contract Amount of **Two Hundred Four Million Thirty-Nine Thousand Four Hundred Seventeen Dollars and No Cents (\$204,039,417.00)**.

The following table sets forth the revision of the Contract Amount for each Contract Supplemental Agreement including this SA # 13.

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
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
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
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
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

Supplemental Agreement No. 13	
Increase/Decrease to Contract	\$1,038,173.15
Subtotal:	\$1,038,173.15
Contract Amount SA # 13	
Design-Build Total	\$203,001,243.85
Item 9999-37 Bridge 101 Pier 16	\$658,884.69
Item 9999-38 Hurricane Milton	\$243,620.03
Item 9999-39 SR-836 Viaduct Aesthetic Lighting Design	\$135,668.43
Total	\$204,039,417.00

8. Contract Bond Amount

As a result of this SA #13, the Contract Bond Amount is hereby increased by ***One Million Thirty-Eight Thousand One Hundred Seventy-Three Dollars and Fifteen Cents (\$1,038,173.15)*** for a Contract Amount of ***Two Hundred Four Million Thirty-Nine Thousand Four Hundred Seventeen Dollars and No Cents (\$204,039,417.00)***.

9. Contract Time

As a result of this SA #13, ***Fifty-Seven (57) non-compensable Contract Days*** are granted.

The Contract Time is ***Three Thousand One Hundred Eighty-Nine (3189) Calendar Days*** with a completion date of ***July 22, 2027***.

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 #13:

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 Day (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 Day	2/19/2023	1575
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
Time Granted	End Date	Calendar Days
1 Calendar Day (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 Day	3/27/2023	1611
Supplemental Agreement # 3		
0 Calendar Day	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 Day	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 Day (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 Day	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
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 Day	3/7/2024	1957
Time Granted	End Date	Calendar Days
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
-1 Calendar Day (Rev Extension dated 02/24/2022)	3/6/2024	1956
0 Calendar Day (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 Day (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 Day	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 Days (Extension dated 12/01/2022)	4/16/2024	1997
10 Calendar Days (Extension dated 01/06/2023)	4/26/2024	2007
2 Calendar Days (Extension dated 02/01/2023)	4/28/2024	2009
0 Calendar Day (Extension dated 03/01/2023)	4/28/2024	2009
2 Calendar Days (Extension dated 04/01/2023)	4/30/2024	2011
4 Calendar Days (Extension dated 05/01/2023)	5/4/2024	2015
3 Calendar Days (Extension dated 06/01/2023)	5/7/2024	2018
Supplemental Agreement # 08		
0 Calendar Day	5/7/2024	2018
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
3 Calendar Days (Extension dated 07/05/2023)	5/10/2024	2021
6 Calendar Days (Extension dated 08/01/2023)	5/16/2024	2027
12 Calendar Days (Extension dated 10/04/2023)	5/28/2024	2039
14 Calendar Days (Extension dated 10/04/2023)	6/11/2024	2053
5 Calendar Days (Extension dated 11/01/2023)	6/16/2024	2058
4 Calendar Days (Extension dated 11/09/2023)	6/20/2024	2062
Supplemental Agreement # 9		
0 Calendar Day	6/11/2024	2062
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		

8 Calendar Days (Extension dated 12/01/2023)	6/28/2024	2070
Supplemental Agreement # 10		
0 Calendar Day	6/28/2024	2070
Supplemental Agreement # 11		
0 Calendar Day	6/28/2024	2070
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
11 Calendar Days (Extension dated 01/02/2024)	7/9/2024	2081
2 Calendar Days (Extension dated 02/01/2024)	7/11/2024	2083
5 Calendar Days (Extension dated 03/01/2024)	7/16/2024	2088
7 Calendar Days (Extension dated 04/01/2024)	7/23/2024	2095
0 Calendar Day (Extension dated 05/01/2024)	7/23/2024	2095
3 Calendar Days (Extension dated 06/03/2024)	7/26/2024	2098
5 Calendar Days (Extension dated 07/02/2024)	7/31/2024	2103
2 Calendar Days (Extension dated 08/07/2024)	8/02/2024	2105
Time Granted	End Date	Calendar Days
Supplemental Agreement # 12		
0 Calendar Day	8/02/2024	2105
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
11 Calendar Days (Extension dated 08/01/2024)	8/13/2024	2116
6 Calendar Days (Extension dated 09/01/2024)	8/19/2024	2122
6 Calendar Days (Extension dated 10/01/2024)	8/25/2024	2128
6 Calendar Days (Extension dated 11/01/2024)	8/31/2024	2134
14 Calendar Days (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 Days (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
Supplemental Agreement # 13		

57 Calendar Days	11/27/2025	2587
Adjustment to Contract Time for the Effects of Inclement Weather & Holiday		
5 Calendar Days (Extension dated 06/02/2025)	12/02/2025	2592
6 Calendar Days (Extension dated 07/02/2025)	12/08/2025	2598
2 Calendar Days (Extension dated 08/06/2025)	12/10/2025	2600
3 Calendar Days (Extension dated 09/03/2025)	12/13/2025	2603
11 Calendar Days (Extension dated 10/02/2025)	12/24/2025	2614
3 Calendar Days (Extension dated 11/03/2025)	12/27/2025	2617
6 Calendar Days (Extension dated 12/03/2025)	01/02/2026	2623
-1 Calendar Day (Rev Extension dated 01/06/2026)	01/01/2026	2622
13 Calendar Days (Extension dated 01/08/2026)	01/14/2026	2635
4 Calendar Days (Extension dated 02/03/2026)	01/18/2026	2639
2 Calendar Days (Extension dated 03/02/2026)	01/20/2026	2641
10 Calendar Days (Extension dated 03/02/2026)	01/30/2026	2651
+1 Calendar Day (Rev Extension dated 04/03/2026)	01/31/2026	2652
7 Calendar Days (Extension dated 05/04/2026)	02/07/2026	2659
Contract Time added by Department Presidential Debate October 15, 2020 to Contract E6J53		
1 Calendar Day (Extension dated 01/14/2025)	02/08/2026	2660
Contract Time added by Department Supplemental Agreement No PrCCO 227 to Contract E6J53		
78 Calendar Days (SA PrCCO 227 Executed 08/07/2025)	04/27/2026	2738
Contract Time added by Department Supplemental Agreement No PrCCO 250 to Contract E6J53		
108 Calendar Days (SA PrCCO 250 Executed 10/03/2025)	08/13/2026	2846
Contract Time added by Department Supplemental Agreement No PrCCO 263 to Contract E6J53		
343 Calendar Days (SA PrCCO 263 Executed (04/20/2026)	07/22/2027	3189
Time Granted	End Date	Calendar Days

10. The Parties hereby agree that the enhancements expressed in this SA #13, adding the pay items, constitute a full and complete settlement of all matters set forth within.

11. GMX reserves all its rights provided under the Contract and Florida law and nothing herein, whether stated or implied, waives such rights.

12. The defined terms used herein, unless otherwise defined in this SA #13, shall have the meanings ascribed to them in the Contract(s) GMX-16-01 and E6J53.

13. 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.
14. This SA #13 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 #13.
15. Exhibits:

Exhibit A Entitlement Analysis



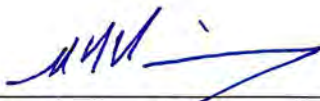
GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
GMX WORK PROGRAM NO.: 83611.101
GMX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES
FOR THE RECONSTRUCTION OF SR-836/I-395 FROM
WEST OF NW 17TH AVENUE TO I-95/MIDTOWN
INTERCHANGE IN MIAMI-DADE COUNTY SW 8TH STREET
TO SW 26TH STREET

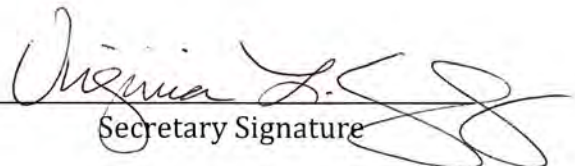
IN WITNES WHEREOF, the Parties have caused this SA #13 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

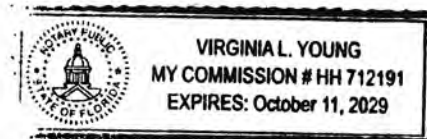
ARCHER WESTERN - DE MOYA JOINT VENTURE

By: 
For Rafael S. Garcia
Executive Director/CEO

By: 
Signature of Authorized Officer
Matt Persing
Print Name of Authorized Officer
Vice President
Print Title of Authorized Officer

ATTEST 
Secretary Signature

{Corporate Seal}





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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:

Authorized Signature

Patricia Collins

Print Name of Authorized Signature

Attorney-in-Fact

Title of Authorized Signature

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. 13 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.

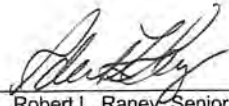
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

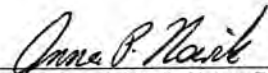

Robert L. Raney, Senior Vice President

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

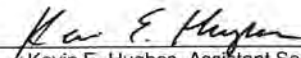
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **12th** day of **June**, 2026




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.



3790 NW 21 St. // Miami, FL 33142

**SUPPLEMENTAL AGREEMENT NO. 13
TO DESIGN-BUILD CONTRACT**

**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**

**EXHIBIT A
ENTITLEMENT ANALYSIS**

This document is intended to summarize entitlement for the purpose of approval by the Greater Miami Expressway Agency (GMX) as required by the procedures stipulated in Section 7.3 Supplemental and Unilateral Agreements and in accordance with Guidance Document 7.3 of the FDOT Construction Project Administration Manual (CPAM) and the GMX General Specifications for Design-Build (REV2. 06-14) (General Specifications).

BACKGROUND

The Florida Department of Transportation (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 for two separate contracts. The first contract (E6J53) is the Department Contract between the Department and the Archer Western – de Moya Joint Venture (AWdMJV) for the design and construction of the Total Project. The second contract (MDX-16-01/GMX-16-01) is the GMX Contract between GMX and AWdMJV for the design and construction of the Total Project. The I-395 Agreements means, collectively, the Department Contract and the GMX Contract. Delay damages on the Total Project will be paid by the Department and GMX in a proportion to the amounts of the Department Contract and the GMX Contract as it pertains to the total value of the I-395 Agreements.

The GMX Contract executed on July 12, 2018, obligates GMX to pay for the cost of the GMX Project. The GMX contract is for the Design-Build Services for the reconstruction of SR 836 from west of NW 17th Avenue to I-95 / Midtown Interchange.

The issues outlined herein were identified as being Extra Work.

PART 1. ISSUES

A. Bridge 101 Pier 16 Existing Footing Battered Piles

On August 3, 2022, the Archer Western-de Moya Joint Venture (CJV) notified the CEI of a field condition that did not reflect the existing as-built plan conditions provided with the Request for Proposal (RFP). The Pier 16 footing pre-cast seal tub was unable to be set as planned due to interference with existing footing piles. The CJV contracted divers to document the current conditions of the battered piles of the pier on the east bank of the Miami River. The documented 2 in/ft batter towards the new pier did not match the as-built plans demonstrating no batter on interior footings adjacent to the centerline of the roadway (*See Attachment A*). The CJV redesigned the footing to be raised above the battered piles (*See Attachment B*) with additional geotechnical investigations and discussions with both Engineers of Record associated with the Pier 16 footing. During this period, the Engineer of Record for Bridge 101 changed from Engineering Consultant RS&H to PEDELTA. The end result was the redesign of the sidewalk and curb on top of new footing. The CJV poured an additional seal slab at a lower elevation in order to access the installed auger cast piles of the new footing. The auger cast piles were then chipped down, extended with couplers and additional concrete was poured corresponding to the new footing elevation. Subsequent to the footing pour, the precast seal tub height was cut down to the redesigned footing height of one foot less than original, to avoid a height obstruction at the sidewalk level. Following up to the occurrence, the CJV submitted the cost estimate for the action taken to address the concern (*See Attachments C and D*).

B. Hurricane Milton

On October 7, 2024, the Florida Department of Transportation (FDOT) ordered construction contractors to suspend work operations on projects within the various counties in Districts 2, 4, 5, and 6. The order was directed pursuant to the Governor's declared State of Emergency on October 5, 2024 for the incoming Hurricane Milton (*See Attachment G*), amended October 6, and further extended due to flash flooding and relief efforts on October 7. This was conveyed to the Archer Western-de Moya Joint Venture (CJV) on October 7th and measures were taken to redirect work operations to hurricane preparations project-wide. October 7th and 8th, crews secured/cleaned various sites, lowered crane booms, and secured the Beam Launcher on the SR-836 viaduct Bridge 101 per the approved hurricane procedures. October 9th is recognized as the date of the storm making landfall impacting Florida and so per CPAM Section 7.6.5, compensation for idle labor and equipment was not paid on this day. On October 10th through 14th, measures were taken to restore jobsite conditions and resume work operations, with orders given to lift the work suspension on October 11th. Following up to the occurrence, the CJV submitted the cost estimate for the actions taken in preparation of the storm, clean-up, and actions taken to resume normal operations (*See Attachments H and I*). Note that Attachment C is extracted from the original estimate provided for FDOT and is pertaining to the concrete batch plant labor and equipment that supplies concrete for both FDOT and GMX portions of the project.

C. SR-836 Viaduct Aesthetic Lighting Design

At the request of the Greater Miami Expressway Agency (GMX), the Archer Western-de Moya Joint Venture (CJV) submitted the cost proposal for the design of aesthetic lighting on the upper and lower level of the SR-836 viaduct (*See Attachment K*).

PART 2. BASIS OF ESTIMATE AND ENGINEER'S ESTIMATE**A. Bridge 101 Pier 16 Existing Footing Battered Piles**

The CJV provided an estimate based on labor, equipment, materials, and allowable markups for the required work efforts (*See Attachments C and D*). The Engineer reviewed/verified the Contractor's estimate and performed an Engineer's Estimate (*See Attachment E*). The estimate of the Contractor and the Engineer's Estimate are in accordance with Specification 4-3.2. The final agreed price for this work is based on Specification 4-4. See attached Engineer's Estimate.

B. Hurricane Milton

The CJV provided an estimate based on labor, equipment, materials, and allowable markups for the required work efforts (*See Attachments H and I*). The Engineer reviewed/verified the Contractor's estimate and performed an Engineer's Estimate (*See Attachment J*). The estimate performed was based off of Time & Material forms completed throughout the work efforts. Costs of larger equipment such as the active/standby Beam Launcher and crawler cranes were assessed based off crew hours, lane closure hours, and associated coordination/effort. Smaller equipment that was unable to be verified at the time of the event was certified by the CJV through the signed and notarized documents included. The concrete batch plant related cost was assessed based on the value of concrete quantities associated with the GMX funded portion of the project. The estimate of the Contractor and the Engineer's Estimate are in accordance with Specification 4-3.2. The final agreed price for this Scope of Work is based on Specification 4-4. See attached Engineer's Estimate.

C. SR-836 Viaduct Aesthetic Lighting Design

The CJV provided a design estimate based on the invoiced review cost from Goal Associates for the required work efforts (*See Attachment K*). The Engineer reviewed/verified the Contractor's estimate with GMX (*See Attachment L*). The estimate of the Contractor is in accordance with Specification 4-3.2. The final agreed price for this work is based on Specification 5-1.4.6.3.

PART 3. TIME IMPACTS

A. Bridge 101 Pier 16 Existing Footing Battered Piles

The Project Schedule was impacted as a direct result of this item. The Engineer reviewed/verified the Controlling Items of Work affected during the investigative and remedial work time periods and has assessed the duration of the delay (*Attachment F*). In the Controlling Items assessed, work at Pier 16 was included as critical for a total of 57 days. The CJV operates with a six-day work week (Monday through Saturday), with night work performed Sunday night through Friday night. Based on this information, the daily delay of the Pier 16 work was accounted for up until the day the critical task was performed. Due to concurrent delays as a result of the change in EORs, the CJV is therefore entitled to a non-compensable time extension of 57 days in accordance with Specification 4-3.2.

B. Hurricane Milton

The Project Schedule was impacted as a direct result of this item. The Engineer reviewed/verified the Controlling Items of Work affected during the preparation, suspension of, and remedial work time periods and has assessed the duration of the delay, however the CJV was compensated through Weather Days granted.

C. SR-836 Viaduct Aesthetic Lighting Design

The Project Schedule is not impacted, as a direct result of this item. The CJV is therefore not entitled to a time extension.

PART 4. PREMIUM COST

A. Bridge 101 Pier 16 Existing Footing Battered Piles

The cost of this additional work is not considered Premium Cost. The cost is unavoidable and not a result of any design errors or omissions. Extra Work attributed to this Extra Work does not meet the definition for "non-value-added" defined in the CPAM 7.3.C Guidelines; therefore, the amount of Premium Cost for this issue is \$0.00.

B. Hurricane Milton

The cost of this additional work is not considered Premium Cost. The cost is unavoidable and not a result of any design errors or omissions. Extra Work attributed to this Extra Work does not meet the definition for "non-value added" defined in the CPAM 7.3.C Guidelines; therefore, the amount of Premium Cost for this issue is \$0.00.

C. SR-836 Viaduct Aesthetic Lighting Design

The cost of this additional work is not considered Premium Cost. The cost is not a result of any design errors or omissions. Extra Work attributed to this Extra Work does not meet the definition for “non-value-added” defined in the CPAM 7.3.C Guidelines; therefore, the amount of Premium Cost for this issue is \$0.00.

PART 5. ENTITLEMENT

A. Bridge 101 Pier 16 Existing Footing Battered Piles

The work described was generated as the result of an omission in as-built plans and was no fault of the Contractor or their operations. This work is deemed unforeseeable in accordance with Specification 4-4. Since the work was not anticipated in the scope of the original contract, the Archer Western-de Moya Joint Venture is 100% entitled to the costs aforementioned in the Engineer’s Estimate.

B. Hurricane Milton

The work described was generated as the result of a Governor declared state of emergency suspending work and was no fault of the Contractor or their operations. Due to the direction given under Specification 8-6.1.1, the work was not anticipated in the scope of the original contract, the Archer Western-de Moya Joint Venture is 100% entitled to the costs aforementioned in the Engineer’s Estimate.

C. SR-836 Viaduct Aesthetic Lighting Design

The work described was generated as the result of a direction from GMX. As this work was not anticipated in the scope of the original contract at bid time and was appointed by the Owner, the Archer Western-de Moya Joint Venture is 100% entitled to the aforementioned costs.

PART 6. CHANGES TO CONTRACT PROVISIONS

A. Bridge 101 Pier 16 Existing Footing Battered Piles

In consideration of the **\$658,884.69** increase in the contract price Greater Miami Expressway (GMX) and AWdMJV agree that GMX Contract GMX-16-01 (GMX Work Program No. 83611.101) is amended to include the following:

GMX and AWdMJV agree to add the item **9999-37 Bridge 101 Pier 16 Existing Footing Battered Piles** GMX Contract GMX-16-01 in the amount of **Six Hundred Fifty-Eight Thousand Eight Hundred Eighty-Four Dollars and Sixty-Nine Cents (\$658,884.69)** for additional work required to address unforeseen conflicts between the Pier 16 footing seal tub installation and existing battered piles not reflected in the as-built plans. The work includes underwater investigation and documentation, redesign of the footing to accommodate existing conditions, additional geotechnical analysis, placement of a revised seal slab, modification and extension of auger cast piles with couplers, concrete placement at a new elevation, and adjustment of the precast seal tub and associated sidewalk and curb elements.

B. Hurricane Milton

In consideration of the **\$243,620.03** increase in the contract price Greater Miami Expressway (GMX) and

AWdMJV agree that GMX Contract GMX-16-01 (GMX Work Program No. 83611.101) is amended to include the following:

GMX and AWdMJV agree to add the item **9999-38 Hurricane Milton** to GMX Contract GMX-16-01 in the amount of **Two Hundred Forty-Three Thousand Six Hundred Twenty Dollars and Three Cents (\$243,620.03)** work associated with hurricane preparedness, suspension of operations, and post-storm recovery efforts in response to Hurricane Milton. The work includes securing and protecting project sites and equipment, lowering crane booms, securing the beam launcher, site clean-up, restoration of jobsite conditions, and activities required to safely resume construction operations, including impacts to the concrete batch plant operations supporting the project

C. SR-836 Viaduct Aesthetic Lighting Design

In consideration of the **\$135,668.43** increase in the contract price Greater Miami Expressway (GMX) and AWdMJV agree that GMX Contract GMX-16-01 (GMX Work Program No. 83611.101) is amended to include the following:

GMX and AWdMJV agree to add the item **9999-39 SR-836 Viaduct Aesthetic Lighting Design** to GMX Contract GMX-16-01 in the amount of **One Hundred Thirty-Five Thousand Six Hundred Sixty-Eight Dollars and Forty-Three Cents (\$135,668.43)** work associated with design fees associated with the development of aesthetic lighting improvements for the SR-836 viaduct section over the Miami River, including coordination of lighting concepts for bridge piers and barrier walls within GMX-maintained limits, evaluation of alternative design proposals, selection and refinement of the preferred lighting concept, and preparation of design deliverables to support implementation of the approved aesthetic lighting scheme.

PART 7. SUMMARY OF CHANGES

Item	Amount
Item 9999-37 Bridge 101 Pier 16 Existing Footing Battered Piles	\$658,884.69
Item 9999-38 Hurricane Milton	\$243,620.03
Item 9999-39 SR-836 Viaduct Aesthetic Lighting Design	\$135,668.43
Total	\$1,038,173.15

PART 8. FINAL DISPOSITION / RECOMMENDATION

Based on the nature of the Settlement and recommended changes to the Contract Documents included herein, we recommend the following for this **Supplemental Agreement No. 13**:

- Approval of the above changes to the Contract Documents and
- An increase to the Contract Amount of **One Million Thirty-Eight Thousand One Hundred Seventy-Three Dollars and Fifteen Cents (\$1,038,173.15)** and
- Addition of **Fifty-seven (57)** non-compensable Contract Days will be granted to the Contract Time as a result of this Supplemental Agreement.

GMX PROCUREMENT/CONTRACT NO.: GMX-16-01
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

CEI Recommendation:

FDOT Concurrence:

GMX Approval:

Mark Croft

Dru Badri

Andres Berisiartu

Mark Croft, P.E.

CEI Resident Engineer
The Corradino Group

Dru Badri, P.E.

Asst District Construction Engineer
Florida Department of
Transportation

Andres Berisiartu, P.E.

Chief Engineer
Greater Miami Expressway
Agency

June 3, 2026

Date

June 3, 2026

Date

June 4, 2026

Date

Jose Hidalgo

From: Adam Brandon <adam@lawsonhuckgonzalez.com>
Sent: Thursday, June 11, 2026 11:52 AM
To: Jose Hidalgo
Cc: David Santiago; Melanie Olmos; Michele A. Matalon
Subject: RE: SA #13 - GMX-16-01 - 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
Attachments: Routing Sheet - SA #13 - GMX-16-01.pdf

Jose,

I have no legal objection to the SA. I've attached the signed routing sheet.

Adam Brandon | Shareholder
Lawson Huck Gonzalez, PLLC
101 E. College Avenue, 5th Floor
Tallahassee, Florida 32301
(850) 825-4334 (office)
(904) 445-7417 (cell)
adam@lawsonhuckgonzalez.com

LAWSON

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From: Jose Hidalgo <jhidalgo@gmx-way.com>
Sent: Thursday, June 11, 2026 10:51 AM
To: Adam Brandon <adam@lawsonhuckgonzalez.com>
Cc: David Santiago <dsantiago@gmx-way.com>; Melanie Olmos <molmos@gmx-way.com>; Michele A. Matalon <mmatalon@gmx-way.com>
Subject: SA #13 - GMX-16-01 - 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

Good morning Adam,
Please review/approve Supplemental Agreement (SA) #13 through Routing sheet (attached).
Also attached SA #13 and Exhibit A from the above-mentioned contract.
This item was just approved by the Board this morning,
Regards,

Jose Hidalgo, MBA, CPPB, FCCM
Procurement Manager
Greater Miami Expressway Agency
Office: 305.637.3277;1130