GREATER MIAMI EXPRESSWAY

# DOCUMENT REVIEW/APPROVAL ROUTING SHEET

GMX Procurement/Contract No.: **ITB 26-02**

GMX Work Program No.: **83618-009.060**

GMX Project/Service Title: **CONSTRUCTION SERVICES FOR THE WIDENING OF SW 137TH AVENUE FROM SW 8TH STREET TO SW 26TH STREET**

Name of Entity: **BACALLAO CONSTRUCTION AND ENGINEERING DEVELOPMENT LLC**

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

Purpose of Document: **EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 1 WITH AWARDED VENDOR BACALLAO CONSTRUCTION AND ENGINEERING DEVELOPMENT LLC – FLEXIBLE TIME EXTENSION. NO ADDITIONAL CONTRACT TIME OR COSTS WILL BE INCURRED BY GMX AS A RESULT OF THE CHANGE IN FLEX TIME.**

**Approved:** Comments

By: _____ Date: 11/12/26

Print Name: Claudio Diaferia, M.S., P.E.

Title: Chief Operating Officer

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**Reviewed for Budget:** Comments

By: _____ Date: 11/13/26 — OK to Proceed!

Print Name: Sandra Bridgeman

Title: Chief Financial Officer

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

By: _____ Date: 11/06/2026

Print Name: Jason Gonzalez

Title: Managing Partner

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Approved by Board: N/A

_____ 11/12/26

Jose Luis Hidalgo, MBA, CPPB, FCCM — Date

Procurement Manager

# SUPPLEMENTAL AGREEMENT NO.1
# TO PROFESSIONAL SERVICES AGREEMENT

**GMX PROCUREMENT/CONTRACT NO.:** **ITB-26-02**

**GMX WORK PROGRAM NO.:** **83618-009.060**

**GMX PROJECT/SERVICE TITLE:** **CONSTRUCTION SERVICES FOR THE WIDENING OF SW 137TH AVENUE FROM SW 8TH STREET TO SW 26TH STREET**

**THIS SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT** (as "SA #1") is made and entered into this 13 day of November, 2026 (the "Effective Date"), by and between the ***Greater Miami Expressway Agency*** ("GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statues Chapter 348, Part I, as amended, acting by and through its Governing Board, and ***Bacallao Construction and Engineering Development LLC*** (the "Contractor"), a Florida corporation located at ***14361 SW 192nd Street, Miami, FL 33177*** and duly authorized to conduct business in the State of Florida, Federal I.D. No. ***47-2761317*** (collectively, referred to herein as the "Parties" to this SA #1).

**WITNESSETH**

**WHEREAS**, GMX competitively procured for all Services necessary to provide ***Construction Services For The Widening Of SW 137th Avenue From SW 8th Street To SW 26th Street*** (the "Services"), and subsequently on ***August 18, 2026,*** entered into Professional Services Agreement GMX Procurement/Contract No. ***ITB-26-02,*** with the Consultant to perform the Services (the "Contract"), and;

**WHEREAS**, The Contractor requested an extension of the flexible start period, citing a minimum 90-day period between root pruning and tree relocation to protect tree viability. With root-pruning activities initiated during the week of October 5, 2026, the corresponding 90-day period extends into early January 2027.

**WHEREAS**, as further explained in ***Exhibit A, Entitlement Analysis***, Pursuant to Sub article 8-1.3.1 of the Special Provisions, Exhibit A-2 of the Contract, the Contractor is allowed 60 calendar days after issuance of the Notice to Proceed (NTP) to adjust staffing, equipment, schedules, and material procurement to minimize public disruption. The Contractor indicated that the existing flexible start period is insufficient to accommodate the required root-pruning period and could affect the overall project schedule. Therefore, the Contractor requests an extension of the flexible start period from 60 to 119 calendar days, with Contract Time commencing on January 18, 2027, or on the date work begins, whichever occurs first.

**NOW THEREFORE**, in accordance with Section 8.3 Approval Authority of Agreements and Supplemental Agreements of the GMX Procurement Policy; incorporated herein and in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. ***Exhibit A Entitlement Analysis*** attached hereto is incorporated herein by reference.

3. No costs nor premium costs are being requested as part of the entitlement analysis.

4. The Contractor also requested that the Tree Condition Report be completed concurrently with root pruning rather than as a prerequisite to initiating the work. This approach would allow root pruning to begin as soon as possible, minimize delays to the tree relocation schedule, and facilitate completion of the required tree condition assessments while preparatory activities are underway. These requests reflect the Contractor's position and remain subject to GMX review and approval.

5. CEI recommends that GMX approve the Contractor's request to extend the flexible start period from 60 to 119 calendar days to accommodate the minimum 90-day root-pruning period before the commencement of Contract Time. No additional Contract Time or costs will be incurred by GMX as a result of the change in flex time.

6. GMX approves the Contractor's request to extend the Flexible Start Time period. Section 4, Contract Term, of the Contract and Subarticle 8-1.3.1 of the Special Provisions (Exhibit A-2) are amended to extend the Flexible Start Time period from sixty (60) Calendar Days to one hundred nineteen (119) Calendar Days following issuance of the Notice to Proceed. Contract Time shall commence on the earlier of (a) January 18, 2027, or (b) the date the Contractor first performs substantial, on-site construction activities at the Project site, as provided in Section 4 of the Contract. Root pruning, tree condition assessments, and related tree-protection activities shall not constitute substantial, on-site construction activities for this purpose.

7. GMX approves the Contractor's request to complete the Tree Condition Report concurrently with root pruning.

8. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.

9. Except as expressly provided herein, all the terms, conditions, covenants, agreements, and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.

10. This SA #1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this SA #1. Wherever the terms of this SA #1 and the terms of the Contract Documents are in conflict, the terms of this SA #1 shall govern and control.

11. **EXHIBITS:**

Exhibit A Entitlement Analysis

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

**GREATER MIAMI EXPRESSWAY AGENCY**

By: _____ Date: 11/13/26

Rafael S. Garcia

Executive Director/CEO

**BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC**

By: _____ Date: 11/12/2026

Signature of Authorized Officer

Christopher Bacallao

Print Name of Authorized Officer

Managing Member

Title of Authorized Officer

GMX PROCUREMENT/CONTRACT NO.:

**ITB-26-02**

GMX WORK PROGRAM NO.:

**83618-009.060**

GMX PROJECT/SERVICE TITLE:

# CONSTRUCTION SERVICES FOR THE WIDENING OF SW 137TH AVENUE FROM SW 8TH STREET TO SW 26TH STREET

SUPPLEMENTAL AGREEMENT **NO. 1**

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 the GMX General Specifications (REV. 08-23) Section 4-3.4 Conditions Requiring a Supplemental Agreement, and in accordance with Guidance Document 7.3 of the FDOT Construction Project Administration Manual (CPAM).

## 1. BACKGROUND

On August 18, 2026, the Greater Miami Expressway Agency (the "Agency" or "GMX") entered into Contract No. ITB-26-02 with Bacallao Construction & Engineering Development, LLC., for construction services associated with the SW 137th Avenue Widening Project from SW 8th Street to SW 26th Street.

The project includes tree relocation activities requiring root pruning, condition assessments, and relocation to approved receptor sites.

The Contractor requested an extension of the flexible start period, citing a minimum 90-day period between root pruning and tree relocation to protect tree viability. With root-pruning activities initiated during the week of October 5, 2026, the corresponding 90-day period extends into early January 2027.

The Contractor also requested that the Tree Condition Report be completed concurrently with root pruning rather than as a prerequisite to initiating the work. This approach would allow root pruning to begin as soon as possible, minimize delays to the tree relocation schedule, and facilitate completion of the required tree condition assessments while preparatory activities are underway. These requests reflect the Contractor's position and remain subject to GMX review and approval.

Pursuant to Subarticle 8-1.3.1 of the Special Provisions, Exhibit A-2 of the Contract, the Contractor is allowed 60 calendar days after issuance of the Notice to Proceed (NTP) to adjust staffing, equipment, schedules, and material procurement to minimize public disruption. The Contractor indicated that the existing flexible start period is insufficient to accommodate the required root-pruning period and could affect the overall project schedule. Therefore, the Contractor requests an extension of the flexible start period from 60 to 119 calendar days, with Contract Time commencing on January 18, 2027, or on the date work begins, whichever occurs first.

## 2. BASIS FOR SCHEDULE REVIEW

The requested schedule adjustment is based on the Contractor's assertion that a minimum 90-day root-pruning period is necessary to protect tree viability and on the cumulative scheduling impacts of the proposed prerequisite activities identified before the proposed roadway construction.

Before approving the requested extension, the project team will verify compliance with the applicable contract requirements, permit conditions, approved tree relocation plan, arborist recommendations, receptor-site readiness, inspection requirements, and accepted project schedule. Additionally, the responsible reviewing and approving parties must confirm whether the Tree Condition Report can be completed concurrently with root pruning or must be finalized before work begins. This review will

establish the basis for the requested flex time adjustment, ensure compliance with tree preservation requirements, and confirm the appropriate commencement of Contract Time.

**3. ENGINEER'S ESTIMATE**

The extension of the flexible start period from 60 to 119 calendar days will result in no additional costs to GMX.

**4. PREMIUM COST**

No premium costs are associated with this issue.

**5. TIME IMPACT**

The proposed adjustment will increase the flexible start period by 59 calendar days, from 60 to 119 calendar days. *The total Contract Time will remain unchanged at 600 calendar days, with no additional contract time requested.*

**6. ENTITLEMENT ANALYSIS**

Due to the Contractor's concerns regarding the minimum 90-day root-pruning period, tree viability, and the need to minimize public disruption, the requested additional 59 calendar days of flexible start time are intended to provide sufficient time for the required root-pruning activities before the commencement of Contract Time. To facilitate project progress and avoid unnecessary delays, the project team agrees that the Tree Condition Report may be completed concurrently with root pruning, subject to applicable inspection and approval requirements. This approach will allow preparatory activities to proceed without unnecessarily delaying root pruning while maintaining appropriate oversight of tree health and relocation readiness.

**7. FINAL DISPOSITION / RECOMMENDATION**

CEI recommends that GMX approve the Contractor's request to extend the flexible start period from 60 to 119 calendar days to accommodate the minimum 90-day root-pruning period before the commencement of Contract Time. No additional Contract Time or costs will be incurred by GMX as a result of the change in flex time.

CEI Recommendations:

Martin J Benzaquen
Digitally signed by Martin J Benzaquen
Date: 2026.10.26 13:39:41 -04'00'

Martin Benzaquen, PE
CEI Senior Project Engineer
GFT Infrastructure, Inc.

Rohan O Gardner
Digitally signed by Rohan O Gardner
DN: CN=Rohan O Gardner, dnQualifier=A01410D0000019CDDB4E36E00184645, O=Unaffiliated, C=US
Date: 2026.10.26 12:03:28-04'00'

Rohan Gardner, PE
CEI Project Engineer
Pinnacle Consulting Entreprises, Inc.

GEC Concurrence:

Juan Riobo
Digitally signed by Juan Riobo
Date: 2026.10.26 13:45:39-04'00'

Juan Riobo, P.E.
Project Manager
EAC Consulting, Inc

GMX Approval:

Andres Berisiartu
Digitally signed by Andres Berisiartu
Date: 2026.11.02 09:41:17 -05'00'

Andres Berisiartu, CGC., PE,
Chief Engineer
Greater Miami Expressway Agency