



MIAMI-DADE EXPRESSWAY AUTHORITY  
 3790 NW 21 St. Miami, FL 33142  
 www.mdxway.com

**SUPPLEMENTAL AGREEMENT NO. 3  
 TO CONSTRUCTION CONTRACT**

MDX PROCUREMENT/CONTRACT NO.: ITB-17-04  
 MDX WORK PROGRAM NO.: N/A  
 MDX PROJECT/SERVICE TITLE: SYSTEM-WIDE MAINTENANCE OF TRAFFIC (MOT) SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO CONSTRUCTION CONTRACT (as "SA #3") is made and entered into this 09 day of September, 2020 (the "Effective Date"), by and between the *Miami-Dade County Expressway Authority d/b/a as Miami-Dade Expressway Authority (the "Authority" or "MDX")*, a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under the Florida Expressway Authority Act, Part I of Chapter 348, Florida Statutes, acting by and through its Governing Board, and *Safety Systems Barricades, Corp.*, (as the "Contractor"), a Florida corporation, *F.E.I.N. 263278034*; and *Platte River Insurance Company* (as "Surety"), a Georgia corporation duly authorized to transact business in the State of Florida, *F.E.I.N. 560997453* (collectively, referred to herein as the "Parties" to this SA #3).

**WITNESSETH**

WHEREAS, MDX procured for all Work necessary to complete *System-Wide Maintenance of Traffic (MOT) Services* (the "Project") and subsequently entered into MDX Procurement/Contract No. *ITB-17-04* with the Contractor on *July 24, 2017* (the "Construction Contract" or "Contract") to facilitate the Project; and

WHEREAS, on *April 19, 2018* the Parties entered into Supplemental Agreement No. 1 to include Extra Work; and

WHEREAS, on *September 12, 2018* the Parties entered into Supplemental Agreement No. 2 to increase the upper limiting Contract Amount to allow for MOT Services to be provided for the transition of the toll collection system on SR 874, SR 878, SR 924.; and

WHEREAS, the Parties wish to further more increase the Agreements upper limiting Contract Amount to cover cost for additional Services..

NOW THEREFORE, pursuant to Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the MDX Procurement Policy; and in consideration of the mutual promises and covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

Supplemental Agreement No. 3 to Construction Contract

Abz Initials (Contractor)

**MDX PROCUREMENT/CONTRACT NO.: ITB-17-04**  
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1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The upper limiting Contract Amount is hereby increased by Three Hundred and Thirty Thousand Dollars and Zero Cents (\$330,000.00).
3. The new upper limiting Contract Amount is Two Million Four Hundred Eighty Thousand Dollars and Zero Cents (2,480,000.00). MDX shall issue a Work Order(s), on a project-by-project basis as needed, detailing line item tasks for Work identified to be completed at the pre-determined Unit Cost as shown on the Contract *Bid Tabulation*.
4. The Parties reserve all of its rights provided under the Contract and Florida law and nothing herein, whether stated or implied, waives such rights.
5. The defined terms used herein, unless otherwise defined in this SA #3, shall have the meanings ascribed to them in the Contract Documents.
6. Except as expressly provided herein, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
7. This SA #3 shall not alter or change in any manner the force and effect of the Contract except as modified and amended herein. Wherever the terms of this SA #3 and the terms of the Contract Documents are in conflict, the terms of this SA #3 shall govern and control.
8. The Parties hereby agree the consideration expressed in this SA #3, the monetary sum(s) and Contract Time extension agreed to herein, constitute a full and complete settlement of all the matters set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses (inclusive of bond and insurance premiums) and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #3. The settlement outlined herein, is limited to and applies only to any claims arising out of or on account of the matters described and set forth in this SA #3 which constitutes the totality of SA #3.

**Exhibit A:** Entitlement Analysis

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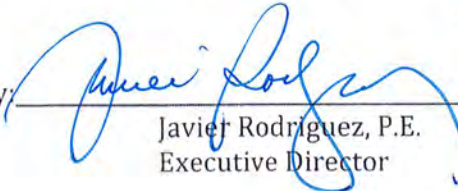
**MDX PROCUREMENT/CONTRACT NO.: ITB-17-04**  
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**IN WITNESS WHEREOF**, the Parties have caused this SA #3 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

**MIAMI-DADE EXPRESSWAY AUTHORITY**

**SAFETY SYSTEMS BARRICADES, CORP**

By:   
\_\_\_\_\_  
Javier Rodriguez, P.E.  
Executive Director

By:   
\_\_\_\_\_  
Signature of Authorized Officer  
Amilcar Robledo  
\_\_\_\_\_  
Print Name of Authorized Officer  
Vice President  
\_\_\_\_\_  
Title of Authorized Officer

ATTEST:   
\_\_\_\_\_  
Secretary Signature

{Corporate Seal}

{Corporate Seal}



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## **SUPPLEMENTAL AGREEMENT NO. 3**

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**ITB-17-04**

**MDX WORK PROGRAM NO.:**  
**N/A**

**MDX PROJECT/SERVICE TITLE:**  
**SYSTEM-WIDE MAINTENANCE OF TRAFFIC (MOT)**  
**SERVICES**

**EXHIBIT A**  
**ENTITLEMENT ANALYSIS**

**MDX PROCUREMENT/CONTRACT NO. ITB-17-04**  
**MDX WORK PROGRAM NO.: N/A**  
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This document is intended to summarize entitlement for the purpose of approval by the Miami-Dade Expressway Authority (“MDX”) as required by the procedures stipulated in § 4-3.4, Conditions Requiring a Supplemental Agreement, of the MDX General Specifications for Construction (REV.2017.05) (the “MDX Specifications”) and in accordance with Guidance Document 7.3 of the *FDOT Construction Project Administration Manual (CPAM)*.

**BACKGROUND**

On July 24, 2017, MDX and Safety Systems Barricades, Corp., (the “Contractor”) entered into a Contract for System-Wide Maintenance of Traffic Services (the “Construction Contract” or “Contract”).

**ISSUE**

Contract between MDX and the Contractor (ITB-17-04) expires on July 25, 2020. At this time MDX does not have a Board of Directors to approve a new advertisement or an extension of the current Contract. In order to safeguard the safety of the public and to continue supporting maintenance activities for tolling and Intelligent Transportation Systems (ITS), MDX needs to extend the Contract and increase the upper limiting Contract Amount.

**BASIS OF ESTIMATE**

In accordance with section 8.3.2 of the MDX Procurement Policy, the Executive Director has authority to increase the amount of a single agreement by twenty percent (20%) of the originally approved amount or \$2,000,000 whichever is less.

**ENTITLEMENT**

At the request of MDX, the Contract will be extended with additional funding to continue providing MOT services that are deemed critical for the agency to support maintenance activities for tolling and ITS systemwide.

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**FINAL DISPOSITION/RECOMMENDATION**

Based on the nature of the Work described in this Supplemental Agreement No. 03, we recommend increasing the upper limiting Contract Amount by Three Hundred and Thirty Thousand Dollars and Zero Cents (\$330,000.00) for a new upper limiting Contract Amount of Two Million Four Hundred Eighty Thousand Dollars and Zero Cents (2,480,000.00)

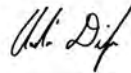
GEC Concurrence:



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Ramon Borges, P.E.  
GEC B Program Director  
EAC Consulting, Inc

MDX Approval:



Digitally signed by  
Claudio Diaferia  
Date: 2020.07.15  
15:47:21 -04'00'

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Claudio Diaferia, M.S., P.E.  
Assistant Director of Engineering  
Miami-Dade Expressway Authority

Date: 7/14/2020

Date: