

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

SUPPLEMENTAL AGREEMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

MDX PROCUREMENT/CONTRACT NO.:	RFP-16-01(B)	

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: INSPECTION & REPORTING SERVICES FOR MDX

STRUCTURES

WITNESSETH

WHEREAS, MDX competitively procured for all Services necessary to provide *Inspection & Reporting Services for MDX Structures* (the "Services"), and subsequently on *July 21, 2016* entered into Professional Services Agreement, MDX Procurement/Contract No. *RFP-16-01* with the Consultant to perform the Services (the "Agreement" or "Contract"); and

WHEREAS, on December 16, 2020, Judge John Cooper signed a Stipulated Order authorizing the Executive Director to procure, modify or extend contracts for goods and services to ensure proper maintenance, system preservation and public safety; and

WHEREAS, the Executive Director determined that the Inspection & Reporting Services for MDX Structures is a service that ensures proper maintenance, system preservation and public safety; and

WHEREAS, the Contract Term was for four (4) years with an option to extend for an additional two (2) two (2) year renewals (Renewal Terms); and

Supplemental Agreement No. 3 to Professional Services Agreement
Initials (Consultant)

Page 1 of 3



MDX PROCUREMENT/CONTRACT NO.: REP-16-01(B) MDX WORK PROGRAM NO.: N/A MDX PROJECT/SERVICE TITLE: INSPECTION & REPORTING SERVICES FOR MOX STRUCTURES

WHEREAS, on December 16, 2020 the Parties entered into Supplemental Agreement No. 1 to exercise one (1) of the two (2) year renewals; and

WHEREAS on November 16, 2022 the Parties entered into Supplemental Agreement No. 2 to exercise the remaining one (1) two (2) year renewal extending the Agreement to December 15, 2024; and

WHEREAS; the Parties wish to add funds to the Agreement in the amount of Six Hundred Fifty Thousand Dollars (\$650,000.00).

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 for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- The foregoing recitations are true and correct and are incorporated herein by reference.
- Pursuant to this SA #3, an amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) is hereby added to the Agreement.
- As a result of this SA #3 the Contract Amount is hereby revised to a not to exceed amount
 of One Million, Nine Hundred Fifty-Seven Thousand, Eight Hundred Ten Dollars and
 Zero Cents.
- The defined terms used herein, unless otherwise defined in this SA #3, shall have the meanings ascribed to them in the Contract Documents.
- 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.
- 6. This SA #3 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 #3. 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.
- 7. The sum(s) agreed to in this SΛ #3 constitutes a full and complete settlement of all the matters relating to the issues set forth in this SA #3. Furthermore, Consultant accepts the terms of this SΛ #3 relating to cost determination as full compensation for all costs related to the Services. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this SΛ #3.

Supplemental Agreement No
Initials (Consultant)



MDX PROCUREMENT/CONTRACT NO.: RFP-16-01(B) MDX WORK PROGRAM NO.: N/A MDX PROJECT/SERVICE TITLE: INSPECTION & REPORTING SERVICES FOR MDX STRUCTURES

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 set forth herein.

MIAMI-DADE EXPRESSWAY AUTHORITY

MARLIN ENGINEERING, INC.

By:

Darlene M. Fernandez, P.E.

Executive Director

Rv.

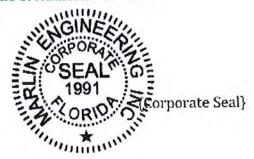
Signature of Authorized Officer

JOSE DUIN ANA

Print Name of Authorized Officer

EXECUTIVE V.P. OPERATIONS

Title of Authorized Officer



Approved by the MDX Board: 10/11/2022