



MIAMI-DADE EXPRESSWAY AUTHORITY

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

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (as "SA #3") is made and entered into this 5th day of April 2023 (the "Effective Date"), by and between the *Miami-Dade County Expressway Authority d/b/a Miami-Dade Expressway Authority* (the "Authority" or "MDX"), a body politic and corporate, a public instrumentality created by the Board of County Commissioners of Miami Dade County as amended, acting by and through its Governing Board, and *Marlin Engineering, Inc.* (as the "Consultant"), a corporation duly organized and existing under the laws of *Florida* located at *6840 NW 77 Court, Miami, Florida 33166* and duly authorized to transact business in the State of Florida, *F.E.I.N. 65-0279601*, (collectively, referred to herein as the "Parties" to this SA #3).

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

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Initials (Consultant)

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:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. 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.
3. 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*.
4. The defined terms used herein, unless otherwise defined in this SA #3, shall have the meanings ascribed to them in the Contract Documents.
5. 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 SA #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 SA #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 SA #3.

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

By: _____

Signature of Authorized Officer

JOSE QUINTANA

Print Name of Authorized Officer

EXECUTIVE V.P. OPERATIONS

Title of Authorized Officer



{Corporate Seal}

Approved by the MDX Board: 10/11/2022